**March 26, 2001 Transcript of California Public Utilities Commission,
Application 01-01-010
"Application of Pacific Bell for arbitration of an interconnection agreement with MCI
Metro"**

 1   SAN FRANCISCO, CALIFORNIA, MARCH 26, 2001 - 9:38 A.M.

 2   *   *   *   *   *

 3   ADMINISTRATIVE LAW JUDGE JONES: The Commission will

 4 be in order.

 5   This is the time and place for the continuation

 6 of the arbitration hearing in Application 01-01-010, the

 7 application of Pacific Bell for arbitration of an

 8 interconnection agreement with MICmetro.

 9   Before we hear our first witness, are there any

10 procedural issues that we need to discuss?

11   MR. HARRELSON: Yes, your Honor. I am pleased to

12 state for the record that Pacific and MCI have resolved more

13 issues on the matrix. In particular, DA-2 has been, I

14 think, resolved.

15   MS. KRAPF: DAL.

16   MR. HARRELSON: Sorry. DAL-2 has been resolved.

17   DAL-5 has been resolved, with an asterisk.

18   DAL-10 has been resolved, with an asterisk.

19   Price 46 and 47 -- I'm going backwards on you now

20 chronologically, in terms of the way the issues were

21 presented, but Price 46 and Price 47 are intentionally

22 omitted. That's consistent with our treatment of -- at

23 least with MCImetro's position on where DSL line-splitting

24 issues ought to be heard.

25   The same is true of UNE 105.

26   ALJ JONES: Okay.

27   MR. HARRELSON: And that, I believe --

28   MR. DAWSON: Price 7?

1   ALJ JONES: Wait. UNE 105 is intentionally omitted

2   or resolved?

3   MR. HARRELSON: Intentionally omitted. All right.

4   ALJ JONES: Is there anything else?

5   MR. HARRELSON: Well, I think I've been corrected.

6   DAL-5 and DAL-10 do not have an asterisk. Is that correct?

7   ALJ JONES: No asterisk.

8   MR. HARRELSON: So let me repeat really quickly.

9   DAL-12, -5 and -10 are simply resolved.

10   ALJ JONES: Okay. Anything further?

11   MR. DAWSON: Did -- was Price 7 included in that? I

12   think that that one is also showing as -- as resolved.

13   MR. HARRELSON: Could we go off the record?

14   ALJ JONES: Off the record.

15   (Off the record)

16   ALJ JONES: On the record.

17   So what's the status of Price 7?

18   MR. HARRELSON: That issue has also been resolved.

19   ALJ JONES: Okay.

20   ALJ JONES: Is that it? Are there any other updates

21   to the matrix?

22   MR. HARRELSON: Not at this time.

23   ALJ JONES: Raise your right hand.

24   LOREN L. VANDAGRIFF, called as a
      witness by Pacific Bell, having been sworn,
25   testified as follows:

26   ALJ JONES: Thank you. Please be seated. State your

27   name and spell your surname for the record.

28   THE WITNESS: My name is is Loren L. Vandagriff,

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1   V-a-n-d-a-g-r-i-f-f, like "frank."

2   ALJ JONES: And I have marked as next in order as

3   Exhibit 125 the direct testimony of Loren Vandagriff on

4   behalf of Pacific Bell, and as Exhibit 126, the reply

5   testimony of Loren Vandagriff.

6
            (Exhibit Nos. 125 and 126 were marked
7   for identification.)

8   ALJ JONES: I'm not sure which Pacific Bell

9   attorneys --

10   MR. DAWSON: (Indicating.)

11   ALJ JONES: Okay. Mr. Dawson, please.

12   MR. DAWSON: Thank you, your Honor.

13   DIRECT EXAMINATION

14   BY MR. DAWSON:

15   Q   Mr. Vandagriff, do you have before you now what's

16   been marked as Exhibits 125 and 126?

17   A   I do.

18   Q   Okay. And is that YOUR direct and reply

19 testimony in this arbitration?

20   A   Yes, it is.

21   Q   Okay. And was this testimony prepared by you or

22 under YOUR direction?

23   A   Yes, it was.

24   Q   Okay. Do you have any changes to this testimony

25 this morning?

26   A   Yes, I have some corrections in my direct

27 testimony. On page 29, about a third of the way through the

28 page, the sentence that starts, "Since MCI is" should be

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1   removed. And the next sentence, the word "however" should

2   be removed. And start the sentence with, "The provisions

3   are important."

4   On page 32 of my direct testimony, the footnote

5   should read, "Pacific Bell's Schedule CALPUC A5.5.8.2."

6   On page 38 of my direct testimony in Answer 35,

7   the third sentence that starts, "In addition," it should

8   read, "the Appendix DAL." Remove "Attachment 18."

9   At the bottom of the page, the sentence that

10 starts, "However, since MCI," the entire sentence should be

11   stricken, continuing on the top of page 39, ending with the

12   word "MCI" at the top of the page.

13   Moving to my reply testimony, on page 9, the

14   Footnote 3 needs to be corrected to read, "Pacific Bell

15   Schedule CALPUC A5.5.8.2."

16   On page 13 of my reply testimony, Question and

17   Answer 10 should be stricken completely.   ]

18   That's what I have in the corrections.

19   MR. DAWSON: Q   If I were to ask you the questions

20   contained in your testimony again this morning, would your

21   answers be the same.

22   A   Yes, they will.

23   Q   Would you like to give your opening statement at

24   this time.

25   A   Certainly.

26   Thank you for giving me the opportunity to make

27   this opening statement.

28   The issues that I will be representing today for

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1   Pacific Bell are operator services, directory assistance,

2   directory assistance listings, line information database,

3   which is abbreviated as LIDB, LIDB, and calling name, which

4   is abbreviated CNAM, CNAM.

5   One of the issues that is woven throughout this

 6   negotiation is the reference to operator services and

 7   directory assistance as unbundled network elements or UNE.

 8   And subject to the incumbent LEC, such as Pacific Bell,

 9   providing customized routing throughout their region, the

10   UNE remand lifted that particular item in its UNE remand

11   order.

12   In the order it defined "provide" in paragraph

13   329 as making available. And Pacific does make customized

14   routing available throughout its region to the CLECs in

15   Appendix UNE.

16   Another area is the directory assistance

17   listings. In paragraph 444 in the UNE remand order the FCC

18   noted that the obligation already existed under Section

19   251(b)3 of the Act, and therefore DAL in bulk was not

20   considered a UNE.

21   One of the other issues that is affected in this

22   negotiation for the OS/DA and DAL is the pricing. Since

23   they are considered not to be UNEs, market based pricing

24   should prevail. This was supported in the UNE remand order

25   in Section 473 where the FCC noted that if an element was

26   removed from being a UNE, market pricing should prevail as

27   opposed to a regulated rate.

28   One of the examples in this particular

1   arbitration that shows how the market changes and therefore

2   pricing changes is the loading for branding.

3   Before the UNE remand order, branding was set at

4   TELRIC rates. There are several outstanding contracts and

5   existing contracts in the Pacific region with those rates.

6   After the UNE remand order, the price to load branding went

7   to a market-based rate. There are existing contracts in

8   Pacific at that rate.

9   Recently we changed our market-based rate for

10   branding to be more in line with the industry and across our

11   SBC jurisdictions. And that is a price that we offer our

12   wholesale customers at this time. So that is an example of

13   how market changes and the rates change according to the

14   market in that area.

15   This also gives our wholesale customers options.

16   They can MFN into existing agreements. They can also self

17   provision by purchasing, for instance, DAL. They can

18   negotiate an appendix from the interconnection agreement.

19   And then there are also other third-party providers of OS/DA

20   in the industry that will provide the same services that

21   Pacific provides.

22   The DAL, which is directory assistance listings,

23   is another good example of the flexibility in the market.

24   Currently we have DAL available through our Dallas tariff

25   which is DALIS, could be negotiated via the DAL appendix to

26   an interconnection agreement, third party providers, and/or

27   MFNing into an existing agreement:

28   One area that we are looking at reorganizing is

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1   our particular Dallas tariff. Currently, we charge a usage

2   fee in addition to the initial load and the update fee. We

3   did some brief analysis on the existing customers that we

4   have and looked at what they were paying at those rates

5   today over the past year.

6   Then we also looked at going to the industry rate

7   which would eliminate the usage charge. The industry rate

8   that we are considering is 4 cents for the initial load and

9   6 cents for the update.

10   When we did the analysis we discovered that if we

11   had moved to that rate earlier that the customers would

12   actually be saving money.

13   Another area that I would like to discuss is LIDB

14   and CNAM as correlated databases.

15   Currently, our obligation under the Act is to

16   provide nondiscriminatory access to the carriers as we

17   provide to ourselves. LIDB and CNAM are databases that are

18   built upon what is considered a query by query response.

19   That is how Pacific Bell uses the databases, and that is how

20   it provides access to those databases to its wholesale

21 customers. This access is supported by the FCC in their

22 first report and order in paragraph 484 and 485 where they

23 emphasize that access is at the signaling transfer point and

24 they do not require direct access to the database.

25   The UNE remand order in paragraph 400 also refers

26 back to that particular finding.

27   In addition the recent 271 applications in Texas,

28 Oklahoma and Kansas were approved by the FCC with regard to

 1 the call-related databases and the access provided, which is

 2 the query-by-query access that we currently provide to all

 3 of our customers.

 4   Another issue that's come up is the download of

 5 these particular databases. These databases have

 6 proprietary and privacy issues that come into account when

 7 looking at what is contained in those databases. The

 8 customer's name, address, phone number and pin numbers for

 9 credit cards for billing validation are included in those

10 databases.

11   That doesn't exclude our other customers which

12 would be other CLECs, other ILECs that have chosen to use

13 our LIDB database.

14   In conclusion, I would like to remind everyone

15 that the OS/DAL and DA services are not UNEs because

16 customized routing is available in the Pacific region. We

17 also provide those on a nondiscriminatory basis and market

18 based prices.

19   There are options for our wholesale customers

20 that can MFN into an existing agreement, purchase from the

21 tariff for the DAL product, negotiate an appendix that is

22 appropriate for each one of those services, or

23 self-provision or look into the market for a third party

24 provider.

25   We do provide access to LIDB CNAM on a

26 nondiscriminatory basis on a query-by-query basis as we do

27 to ourselves.

28   Thank you for your time and for your attention.

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1   ALJ JONES: All right. Mr. Harrelson.

2   MR. HARRELSON: Thank you, your Honor.

3   CROSS-EXAMINATION

4 BY MR. HARRELSON:

5   Q   Good morning, Mr. Vandagriff.

6   A   Good morning.

7   Q   We have met before, haven't we?

8   A   Yes, we have.

9   Q   Let me start with your reply testimony and your

10   summary.

11   Would you agree with me that the reply testimony

12   and your summary better focuses the issue compared to your

13   direct?

14   A   Which issue?

15   Q   Just the issues you have discussed in general.

16   A   Yes.

17   Q   Is it fair to say, is it not, that for DA, OS and

18   DAL you are proposing what you would call market-based

19   pricing, is that fair?

20   A   That's correct.

21   Q   Let's turn to page 3 of your reply testimony for

22   a moment.

23   On about six lines down you have a sentence

24   beginning: "In a typical wholesale competitive market." Do

25   you see that?

26   A   Yes.

27   Q   And it goes on to say: "the service provider not

28   only recovers the cost for providing the service, but allows

1   for a reasonable margin."

2   A   Correct.

3   Q   Are you an economist by trade?

4   A   No, I'm not.

5   Q   So, do you know how the FCC has defined total

6   element long run incremental cost?

7   A   TELRIC?

8   Q   Yes.

9   A   I am not familiar with the methodology, no.

10   Q   Do you know if TELRIC includes a reasonable

11   return on investment?

12   A   I am not -- since I am not familiar with the

13   methodology, I do not know that.

14   Q   If it did include a reasonable return on

15   investment, then wouldn't that be a, quote, margin, a

16   profit?

17   A   I believe TELRIC is designed for pricing UNEs.

18   And since we consider OS and DA not a UNE because of the UNE

19   remand order, we would not consider using TELRIC pricing.

20   Q   I understand that to be your position,

21   Mr. Vandagriff. But my question is to your knowledge does

22   TELRIC include a reasonable profit or margin?

23   A   To my knowledge, I don't know. I am not familiar

24   with the methodology well enough to answer that.

25   Q   You are proposing market-based prices for access

26   to DAL, correct?

27   A   Yes.

28   Q   Market based prices for query access to Pacific

1   Bell's OS platform, correct?

2   A   One more time.

3   Q   Are you requesting market based prices for query

4   access to Pacific Bell's OS platform?

5   A   That is a different issue. Query access to the

6   OS platform is not something that is at issue in this

7   arbitration that I'm aware of.

8   Q   So you would accept TELRIC pricing for query

9   access to Pacific Bell's OS platform?

10   A   Since I don't know that this was an issue, I

11   can't answer that question. I'm sorry.

12   Q   What price is it Pacific would be permitted to

13   charge for customized routing; do you know?

14   A   No. Customized routing is not in my scope of

15   expertise. That would be Mr. Kirksey who I believe was here

16   last week.

17   Q   Is Pacific Bell proposing market-based pricing

18   for trunking to access Pacific Bell's OS and DA platform?

19   A   The trunking pricing again is out of my scope of

20   expertise. And I am not sure exactly what the prices are

21   based on.

22   Q   You are familiar, are you not, with FCC 99-133?

23   That is the Memorandum, Opinion and Order in the matter of

24   the petition of US West Communications for declaratory

25   ruling regarding national directory assistance. Are you

26   familiar with that order?

27   A   I am familiar with the order, yes.

28   Q   That is the order that at least in part

1   implemented the nondiscrimination requirements of Section

2   251(b)3 of the Act, isn't that correct, with respect to

3   directory assistance listings?

4   A   That introduced that particular reference?

5   Q   Well --

6   A   I am not sure what introduced it, but I know it

7   is discussed in that particular petition.

8   Q   You will agree with me that order established

9   requirements to enforce the nondiscrimination requirements

10   of Section 251(b)3 of the Act, would you not?

11   A   I believe it did, yes.

12   Q   Would you agree with me that that order requires

13   an ILEC to make available to unaffiliated entities all of

14   the in-region directory listing information it uses to

15   provide region-wide DA service at the same rates, terms and

16   conditions it imputes to itself; do you recall that?

17   A   Yes, I do. I recall that particular instance.

18   Q   It is paragraph 37 of that order, correct?

19   A   I am not sure if that is the exact paragraph,

20   but --

21   Q   Are you familiar with the term "imputation"? Do

22   you know what it means?

23   A   My limited knowledge -- I wouldn't know a

24   dictionary definition, but impute would be if we charge

25   someone a price, we will also charge ourselves the same

26   price.   ]

27   Q   Okay, but in your prior -- in your answer to my

28   prior question you agreed with me that the FCC's order on

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1   nationwide directory listing service -- FCC 99-133 --

2   A   Mm-hm.

3   Q   -- required ILECs to make available to

4   unaffiliated providers its directory-assistance listings on

5   terms, conditions, and at prices that, quote, "it" -- being

6   the ILEC -- "imputes to itself"?

7   A   Yes.

8   Q   Right?

9   A   Mm-hnm.

10   Q   So that's not a rate that you charge someone

11   else, is it?

12   Let me ask it a different way. In using the term

13   "imputes to itself," isn't it true that the FCC meant what

14   Pacific or any other ILEC, in fact, charges itself or its

15   affiliates for the use of that data?

16   A   Correct.

17   Q   Okay. Have you presented any information, any

18   accounting records, anything in your testimony -- direct or

19   reply -- or in your summary, that shows the affiliated

20   transactions associated with the use of

21   directory-assistance-listings databases for SBC?

22   A   Not in my reply testimony or my direct testimony.

23   There were some --

24   Q   Time out. You've answered my question. I'm not

25   asking you to produce any information at this moment.

26   A   Okay.

27   Q   So the answer to my question is no, you have not?

28   A   Correct.

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1   Q   On redirect if your counsel wants to ask you that

2   question, he's certainly permitted to.

3   A   Okay.

4   Q   All right. On page 3 of 19 going to page 4 of

5   19, you talk about rate reference or slash rater service.

6   Let me repeat that. I think I got it wrong.

7   Rate reference/rater service. Do you see that?

8   A   On page 4?

9   Q   Yes.

10   A   Mm-hm.

11   Q   Do you know what other services or unbundled

12 network elements Pacific is taking the position MCImetro is

13 obligated to take under the interconnection agreement? Are

14 there any others?

15   A   I am not aware of the other UNEs or other

16 services that were negotiated, so I'm -- I can't really

17 answer "Yes" or "No" to that script.

18   Q   Okay, all right, but your position on rate --

19 reference/rater service is that once you develop this

20 product and make it available to CLECs, they don't have the

21 option to take it; they must take it. Isn't that correct?

22   A   Yes. That is the way that we have developed the

23 rating-table offering, which is required by the FCC; that we

24 provide that to the CLECs --

25   Q   Well --

26   A   -- so that they can provide information to us as

27 their OS or DA provider for their rates, their call-center

28 numbers, so we can refer to customers when they have those

1   specific questions.

2   Q   Are you saying that there is an FCC rule or order

3   that requires CLECs to take the reference/rater service that

4   Pacific intends to offer? And if so, I'd like you to point

5   me to that rule or order.

6   A   It's not that your -- a CLEC is required to take

7   that specific product, but as an OS/DA provider to the CLEC,

8   we're required, in code federal -- Code of Federal

9   Regulations Section 51.217 to provide access to the adjunct

10 operator services, such as rating tables, so that we can

11 give the same service that we give to ourselves to our -- to

12 the CLEC end users.

13   Q   So you're required to offer it; is that a fair

14 statement?

15   A   Required to provide nondiscriminatory access,

16 yes.

17   Q   Okay. Does that section of the Code of Federal

18 Regulations anywhere say what a CLEC has to do?

19   A   No, it does not.

20   Q   I think you go on to describe how you developed

21 this product for the CLECs' benefit, correct?

22   A   Yes.

23   Q   And do you believe that a CLEC has a right to an

24 opinion about whether it receives value from that product or

25 not, or is Pacific Bell going to dictate to the CLEC whether

26 it receives value from the product or not?

27   A   I don't think that Pacific Bell was devaluing an

28 opinion for the CLEC on the service.

1   What we're trying to provide is the same service

2   that we provide to our end-user customers. And rate of

3   reference would provide that for the CLECs as they use us as

4   their OS or DA provider. So in very simple terms, if your

5   end-user customer called OS and DA as an MCI customer and we

6   were the provider, that customer would know no difference.

7   Q   All right. Rate reference/rater service is

8   another service you want to charge market-based prices for;

9   isn't that correct?

10   A   Yes. As a wholesale service, it would be part of

11   the market-based pricing.

12   Q   All right. Have you been following the Microsoft

13   case at all?

14   A   No, no, I haven't. Sorry. I don't have stock

15   there.

16   Q   Would you agree with me it's at least debatable

17   whether Microsoft has market power in the software

18   programming industry -- laptop applications? Do you know?

19   A   I would say it would be debatable because

20   there -- there are other operating systems, other software

21   developers throughout the country, but Microsoft is probably

22   one of the best known.

23   Q   Okay. So it's at least debatable?

24   A   Sure.

25   Q   Now, when you suggest that market priced --

26 market prices have in them a reasonable profit or margin,

27 what do you have in mind? 20 percent? 100 percent? 200

28 percent?

1   A   Well, that -- that's not really for me to

2   determine as -- in my role.

3   However, if -- if I could give an example of,

4   say, a retail product that MCI has available through their

5   10-10 dialing code, like a direct -- I believe it's

6   directory assistance, if they were to purchase

7   directory-assistance listings from our tariff for 2 cents.

8   I've seen ads on television -- not recently, because I

9   haven't watched TV recently, but one of the charges that I

10 noticed for that was around $4 to get a listing. So that

11 may be an old ad. It's been a while. Like I said, I

12 haven't seen TV in a long time, but that would be an example

13 of a markup from a wholesale price to a retail price.

14   And our particular markup would be from our cost

15 to a reasonable wholesale price, so that we could attract

16 other customers into our wholesale services. So a

17 reasonable markup would be something that our product teams

18   would be looking at for each one of these products as

19   they're developed.

20   Q   All right. Let's examine that proposition for a

21   minute. You're comparing what MCImetro would pay for a DAL

22   listing. And in your example you said it's 2 cents per

23   listing?

24   A   If we -- if you were to purchase from the DAL IS

25   tariff, it's 2 cents.

26   Q   All right. With the $4 you used as an example of

27   a charge for MCIm's 10-10 service; is that correct?

28   A   Mm-hm, mm-hm. Like I said, that's maybe old --

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1   an old service or an old price. It's been a long time since

2   I've seen that specific ad.

3   Q   So on the $4 side of this equation, you have no

4   knowledge that that $4 charge you cite is representative of

5   the average charge for a listing, using MCIm service?

6   A   I haven't used that particular -- I used to have

7   MCI. And I did use that -- the 10-10 dial-around service at

8   one time. And, like I said, it's been several years since

9   I've used that. And it's been a while since I've seen those

10   particular ads on TV with the prices there, but the $4 price

11   was the last I saw.

12   Q   So you have no idea if that $4 price is

13   representative of the price MCIm charges for that service

14   today, correct?

15   A   That's correct. It was just an example.

16   Q   Now, are you suggesting that the only cost

17   MCImetro incurs when it provides its directory-assistance

18   service to its end users is the cost to purchase

19   directory-assistance listings from Pacific?

20   A   No, I'm not inferring that at all.

21   Q   Okay. And have you examined all the other costs

22   that MICmetro would incur to provide that service?

23   A   No, I haven't.

24   Q   And you would agree with me that MCImetro would

25   have to create its own directory-assistance database

26   platform in order to offer that service to its retail end

27   users?

28   A   I'm -- I'm not familiar with -- if they've

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1   already done that, but I know I have reached MCI operators

2   -- at least, what I thought were MCI operators, unless they

3   subcontracted it, again, or negotiated a contract with a

4   third party.

5   Q   All right, all right. Let me break it down a

6   little bit.

7   The issues in this proceeding are the terms and

8   conditions under which MCImetro can gain access to Pacific's

9   directory-assistance listings, correct?

10   A   Correct.

11   Q   Now, in order for MCImetro to create a database

12   that contains all listings --

13   A   Mm-hm.

14   Q   -- nationwide --

15   A   Correct.

16   Q   -- it also has to pay for and receive the

17   listings of other incumbent local exchange carriers,

18   correct?

19   A   Yes. If they're going to do nationwide, that

20   would be accurate.

21   Q   And 10-10 is a nationwide service, is it not?

22   A   That's my understanding.

23   Q   All right. Then it would have to take all those

24   various databases and put them together in a single

25   database, wouldn't it, to provide that service --

26   A   Right.

27   Q   -- efficiently?

28   A   If they were going to be efficient and I was

1   designing a system, that's what I would do, yes.

2   Q   And they have to have the facilities to route

3   calls to that platform, correct?

4   A   That's correct.

5   Q   And they have to hire operators to handle the

6   volume of calls, correct?

7   A   That's correct.

8   Q   And they have to pay them --

9   A   Correct.

10   Q   -- health benefits?

11   A   Oh, yeah.

12   Q   So you have no idea really what it costs MCIm

13   currently to provide its nationwide directory-assistance

14   service, do you?

15   A   No.

16   Q   Okay. And isn't it fair to say that the 2 cents

17   is not at all a fair representation of what it cost MCIm to

18   provide that service?

19   A   The 2 cents that we would charge would only be --

20   Q   Yes.

21   A   -- our price for one portion of that service,

22   which is the directory-assistance listings.

23   Q   Okay. That's the price for a single listing,

24   correct?

25   A   Correct.

26   Q   Do you know how many listings are in a nationwide

27   database?

28   A   No, I don't.

1   Q   Let's examine some of the alternatives you've

2   proposed in this case available to MCIm to get reasonable

3   terms and conditions for DAL. Let me ask you just

4   generally: Given that you're somewhat familiar with the

5   memorandum and opinion and order in the petition of

6   U.S. West that we've been discussing, FCC 99-133 --

7   A   Mm-hm.

8   Q   -- isn't it true that that order declined to

9   accept as a standard for nondiscrimination the prices,

10   terms, and conditions Pacific offers nonaffiliated entities?

11   Do you know the answer to that question?

12   A   Not without reviewing the order -- I'm sorry --

13   I don't.

14   Q   Okay. You agree with me that the standard for

15   nondiscrimination in that order was the prices, terms, and

16   conditions Pacific imputes to itself, correct?

17   A   Correct.

18   Q   Isn't the clear implication of that that that

19   order rejected as the basis for nondiscrimination the

20   standard of what Pacific charges unaffiliated providers or

21   the terms and conditions under which it provides services to

22   unaffiliated providers?

23   If you don't know the answer, say "I don't know."

24   A   I'm sorry. I don't know.

25   Q   Okay, but you say one thing we could do is we

26   could go -- we could MFN into existing agreements you have

27   with other unaffiliated providers. That's one option we

28   have, correct?

1   A   Oh, correct. MFN provision.

2   Q   All right. Now, when we MFN into one of those

3   agreements --

4   A   Mm-hm.

5   Q   -- are there terms and conditions we have to

6   take, other than only the terms and conditions under which

7   directory-assistance listings are provided in that

8   agreement?

9   A   I'm not familiar with the entire MFN process, but

10   I know that the ability is there to MFN into just the

11   DAL Appendix, but you would accept the terms and conditions

12   of that appendix as it exists for the other CLEC.

13   Q   Okay. So we could just opt in only to an

14   existing DAL Appendix in an interconnection agreement you

15   have with some other unaffiliated provider of DAL; is that

16   what you are saying?

17   A   What I said was that's available, but I'm not

18 sure of the other -- when you say "just the DAL Appendix,"

19 I'm not familiar enough with the MFN process to say that

20 that would only be what you would take in that particular

21 instance.

22   Q   So you don't know if sometimes Pacific Bell takes

23 the position that we have to take -- "we" being MCImetro --

24 other, quote, "reasonably related terms and conditions," in

25 order to opt in to a particular appendix?

26   A   Again, I'm not familiar with the MFN process, but

27 if -- if that's part of the language that is included in MFN

28 process, that would be part of the overall process of MFN

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1   into a particular appendix or an agreement.

2   Q   Do you know if Pacific has ever taken the

3   position that in order to opt into an appendix such as DAL,

4   a CLEC would have to also take all of the General Terms and

5   Conditions Appendix?

6   A   Again, I'm not -- not aware of the process, so I

7   would not know if that's part of the overall MFN

8   requirement.

9   Q   You don't know if it is or not?

10   A   No.

11   Q   Now, you're not suggesting that our ability to

12   MFN into existing agreements under 252(i) of the Act in any

13   way limits our right to arbitrate issues under Section 252

14   of the Act, are you?

15   A   No. It was only presented as an option. There

16   are options available to the CLECs and to the other

17   wholesale customers.

18   Q   Now, you're -- one of the options you listed was

19   that MCImetro can purchase DAL. And I'm not sure if in that

20   context you meant on a query basis or if you meant purchase

21   the database. Which did you mean?

22   A   I was referring to the DAL tariff -- DAL IS

23   tariff.

24   Q   Okay, all right.

25   A   And that would be purchasing directory-assistance

26   listings in bulk.

27   Q   And that would be what Pacific Bell charges --

28   when I say "that would be" -- the tariff would be the same

1   prices, terms, and conditions Pacific Bell charges other

2   unaffiliated providers outside of an interconnection

3   agreement, correct?

4   A   Correct, if they chose to purchase from that

5   tariff, yes.

6   Q   All right. And that's a market-based price in

7   that tariff?

8   A   I'm not sure what that price is based on.

9   Q   All right. Have you looked to see whether it's

10   consistent with TELRIC principles adopted by the FCC?

11   A   No. Again, I'm -- I'm not part of the pricing

12   cost development team, so I'm not sure how they -- they

13   arrived at that particular cost.

14   Q   So you would not know one way or the other?

15   A   No.

16   Q   I believe you said we could negotiate an

17   agreement to acquire DAL from Pacific. Do you recall that?

18   A   Yes. And I'm -- that was referring to the

19   Appendix DAL which is currently in negotiation/arbitration.

20   Q   Well, I mean isn't that what we tried to do in

21   this proceeding: Negotiate an Appendix DAL?

22   A   Correct.

23   Q   And we're here today, aren't we?

24   A   That's right. That's one of the options, and

25   that's the one you're choosing today.

26   Q   Okay. Now, I guess you would agree with me that

27   one option is for MCImetro to purchase Pacific's

28   directory-assistance listings, and then do all the things

1   necessary to provision its own nationwide directory listing

2   service; is that correct?

3   A   Correct.

4   Q   And we talked about all the different kinds of

5   costs MCIm would incur to do that?

6   A   Correct.

7   Q   Do you know how customized routing might impact

8   MCIm's cost to provide its own DA listings platform?

9   A   No. I'm just familiar with the general

10   principles of customized routing. I'm not familiar with the

11   technical specifications, the pricing, the costs related to

12   that.

13   Q   Okay. Do you know there are 461 end offices and

14   host offices in Pacific Bell's service territory in

15   California?

16   A   No, I didn't know that.

17   Q   Do you know Pacific Bell's alternative to

18   customized routing is for us to direct-trunk each and every

19   one of those end offices?

20   A   I'm not familiar with that proposal.

21   Q   Okay. Now, when you talk about -- I'm going back

22   to the reference/rater service that you discuss on pages 4

23   and 5 of your testimony.

24   A   Okay.

25   Q   You don't want to provide what you at least at

26   one time thought MCImetro was requesting; that is, a warm

27   line transfer system?

28   A   I'm sorry the -- repeat the question.

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 1   Q   Well, it's your belief that MCImetro, at least at

 2   one time, wanted Pacific to provide, instead of the

 3   reference/rater service, what is called "warm line transfer

 4   system"; is that correct?

 5   A   Yes, that was my understanding when I was writing

 6   this.

 7   Q   All right. If, instead, all MCImetro wanted

 8   Pacific to do was when it receives an inquiry about

 9   MCImetro's rates for that service, simply having the Pacific

10   operator give that customer the number for an MCIm operator

11   to call to get that information -- if that were all we were

12   requesting, would your objection still prevail here?

13   A   That does not provide the same type of service

14   that we provide our customers -- our retail customers,

15   because the operators do give the information whenever rates

16   are requested. And, as your OS/DA provider, it would appear

17   that -- that we were not providing the type of service to

18   your customers that we were giving to our own.

19   The other instance would be providing a -- or a

20   process of providing new numbers or new rates to all of the

21   operators. And reference/rater gives that in a uniform

22   manner to update all of the operator information with a

23   single number for MCI. There's a lot of room for error.

24   And I would hate for it to look as though we were not giving

25   the right type of treatment to your customers as we give to

26   ours.

27   And ref/rater is a more efficient, more

28   user-friendly service for both parties.

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1   Q   Okay. That was a pretty long answer. Let me try

2   to break it down.

3   Rate-reference information is more efficient than

4   having Pacific's operator refer the customer to a telephone

5   number to get the same information concerning MCIm's rates

6   from an MCIm operator; is that your contention?

7   A   Yes.

8   Q   What is the price for rate/reference service

9   Pacific proposes in that proceeding?

10   A   I don't think that's been determined. I think

11   that's one of the TBD items.

12   Q   Right. You have no idea what Pacific's going to

13   charge for that service, correct?

14   A   Not off the top of my head, no.

15   Q   How would one try to determine whether rate

16   reference is a more efficient means of providing that

17   service to an MCIm end user than simply referring the

18   customer to a telephone number to get the information

19   directly from MCIm, if you don't know what price you're

20   going to charge?

21   A   Sounds like there were almost two questions

22   there: The efficiency and the price.

23   Q   Let me ask it --

24   A   Yeah.

25   Q   Let me break it down.

26   What cost or business-case analysis have you

27   examined to determine that rate reference is more efficient

28   than referring a customer to an MCIm phone number?

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1   A   I haven't seen any of the cost analysis or the

2   pricing analysis for the product.

3   Q   Now, you talked about room for error. Are you

4   suggesting that you have a concern that MCImetro won't

5   provide quality service to its end users if they're provided

6   a phone number to call an MCIm representative?

7   A   No. The room for error I was referring to was

8   the phone number itself that's provided. If that number

9   were to change after a year, then not all of our

10   operators -- Pacific Bell operators -- would have immediate

11   notification of that. It would have to be distributed.

12   They would have to be updated as maybe they come in to work.

13   If they were ill that day, there's a possibility that

14   position may not have gotten the update on the phone number.

15   That -- that's the room for error I was talking about,

16   because there's a large --

17   Q   Okay.

18   A   -- number of operators that have to be notified

19   of a telephone-number change.

20   Q   Okay. So it's your concern that MCImetro, who is

21   requesting that its customers be referred to a phone number

22   where they can speak to an MCIm representative about rates

23   and charges for OS and DA -- that MCImetro won't give you

24   timely notice of a change in the phone number? Is that your

25   concern?

26   A   Not necessarily. My -- that would be a concern,

27   but the other concern would be once we had the phone number,

28   notifying all of our operators. So then the burden comes

1   back to us that we may have a subset of operators that

2   didn't get notification, for whatever reason -- they were

3   out ill. It just didn't get there. For some reason, it

4   wasn't given to that office. And then the -- it would look

5   like we were not providing the service that MCIm requested.

6   Q   But if we gave you reasonable, adequate notice

7   far enough in advance for you to notify your operators, you

8   would diligently try to do that, wouldn't you?

9   A   That is correct.

10   Q   And if someone was ill or sick or -- that would

11   be no fault of MCImetro's, would it?

12   A   No. That -- and that's what I'm saying, is

13   the -- there's still room for error, because there are

14   humans involved.

15   Q   All right. And there are never errors in complex

16   databases like rate/reference service?

17   A   Oh --

18   Q   Is that your position?

19   A   No, it's not.

20   Q   Okay.

21   A   It's just a more efficient manner to notify and

22   provide information.

23   Q   Efficient based on what analysis, Mr. Vandagriff?

24   A   It's mechanized. It's a mechanized form of

25   delivering information.

26   Q   That's -- that's the only basis for your opinion

27   that it is more efficient, is that it's mechanized?

28   A   Again, I'm not completely familiar with all the

1   background that goes into the ref/rater; just some of the

2   benefits.

3   Q   Okay. What about value to the customer? Do you

4   think customers in general sometimes appreciate contact with

5   a human being versus some mechanized system these days?   ]

6   A   The mechanized system is what feeds the human

7   being the information. So if they are talking to -- they

8   will be talking to an operator and getting that information

9   from that operator.

10   Q   But in the case of rate reference service, that

11   would be a Pacific Bell operator, correct?

12   A   If you chose us as your operator assistance

13   provider, yes.

14   Q   And if we want you instead to refer the caller to

15   MCIm, in that case the customer would be calling an MCIm

16   operator for that information, correct?

17   A   As part of the reference portion of the service

18   there is the ability to give the call center numbers that

19   you provide if they wish to talk to like a service

20   representative or something like that.

21   Q   Okay. So rate reference also provides telephone

22   numbers the customers can call?

23   A   Correct.

24   Q   Does it do that automatically, or only upon the

25   customer's request?

26   A   The end-user customer or you as MCIm, the

27   customer?

28   Q   The end-user customer.

1   A   It would only be upon the end user request.

2   Q   Aren't you worried about updating those numbers?

3   A   That's only one place to update the numbers in

4   the system as opposed to getting information to the several

5   hundreds, thousands of operators. I am not even sure how

6   many we have.

7   Q   You couldn't have the operator access that same

8   information to determine what phone number to call to reach

9   an MCIm representative?

10   A   If we provide the rate reference service and MCIm

11   purchases that service, then that would be in there.

12   Q   I am talking about -- you are going to make that

13   service available to your end users whether MCIm purchases

14   it or not, correct?

15   A   That's what we have currently in our system, the

16   rating tables.

17   Q   And I am asking you if one of Pacific Bell's end

18   users calls and wants to know what MCIm charges for an

19   operator service call and you tell him and then he says I

20   want to talk to MCIm about that, why can't you load the

21   phone number we have given you for that purpose into the

22   mechanized system?

23   A   I am not sure that that's the process we're

24   talking about where the Pacific Bell customer calls

25   requesting information on MCIm.

26   My understanding is we were talking about Pacific

27   Bell as MCIm's OS and DA provider, so it would be your

28   customer calling. So I am a little confused.

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1   Q   I probably confused you, and I apologize.

2   Let's assume it is an MCIm customer calling.

3   A   Okay.

4   Q   What would prevent you from loading the number we

5   have given you for the purpose of referring that customer to

6   our representative in the mechanized system, the rate

7   reference system?

8   A   We would do that as your OS/DA provider if you

9   purchased the rate reference.

10   Q   But you wouldn't only do that for us? We would

11   also have to purchase the full entire system, not just the

12   ability to refer a customer to that phone number?

13   A   Correct.

14   Q   If we don't purchase that whole rate reference

15 mechanized system, then in fact if an MCIm customer calls

16 you and says what phone number do I call to reach an MCIm

17 representative, I have a question about my OS charge, in

18 that case you will instead of giving the phone number to

19 that individual by looking up the number in the mechanized

20 system, you will only give it to him manually, is that what

21 you're saying? You are not saying you would refuse to give

22 the information?

23   A   No, we wouldn't refuse the give the information.

24 It just may not be available, as readily available to that

25 particular customer if you don't have the entire rate of

26 reference system.

27   Q   You would not refuse to give the MCImetro number

28 to that end user, correct?

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1   A   If we have it available in that form, we would

2   give it to them.

3   Q   If you had it available in a mechanized form,

4   would you instead choose to only give it to that customer

5   using some manual process? In other words, if you have that

6   information in the mechanized database, is that the source

7   you will go to, that is, your operator service or DA

8   representative will go to acquire that information?

9   A   Yes, that is correct, because MCIm will have

10   provided that information up front.

11   Q   Going on to another subject, pages 6 and 7 of

12   your testimony.

13   A   The rely testimony?

14   Q   Yes. I'm sorry.

15   A   Okay.

16   Q   Have you examined a work activity analysis for

17   performing an initial download of the DAL database versus a

18   refresh of the DAL database?

19   A   No, I have not.

20   Q   So your opinion that the same work effort is

21   involved for both is not based on an actual study of the

22   work activities involved, correct?

23   A   My opinion was based on Mr. Caputo's description

24   of a refresh initially. I was going along with that and not

25   based upon a work activity.

26   Q   So you are relying on Mr. Caputo's description of

27   a refresh and an initial --

28   A   Correct. That is what I was responding to.

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1   Q   Do you know if SBC has any side agreements with

2   any carriers to provide a refresh service at no charge?

3   A   I am not aware of anything.

4   Q   Do you know if such agreements exist?

5   A   I don't know if anything exists like that.   I

6   have not seen anything.

7   Q   I am puzzled. On page 7 you make the statement

8   beginning the first sentence in the second paragraph, you

9   say: "Although MCIm contends in its issues matrix filed

10   February 2, 2001 that ten days notice is the industry

11   standard in other jurisdictions, the fact is that 60 days is

12   the standard in this jurisdiction." That last clause, "the

13   standard in this jurisdiction," what are you basing that

14   statement on?

15   A   On the service that we currently provide in the

16   Pacific Bell to the CLECs that use the service.

17   Q   So is that in your Dallas tariff?

18   A   I can't remember. I don't have the Dallas tariff

19   with me. I can't remember what the time frame is in there

20   for the initial load.

21   Q   Is that in your DAL appendix that you offer other

22   CLECs?

23   A   Yes, that is in the DAL appendix.

24   Q   And that is what we tried to negotiate and

25   resolve in this proceeding, correct?

26   A   The 60 days?

27   Q   Yes.

28   A   Hm-hmm.

1   Q   Is there a Commission or FCC order that says 60

2   days is the standard?

3   A   No. We were going by the standard that we offer

4   throughout the region, all the CLECs in the DAL appendix.

5   Q   Are you suggesting that SBC unilaterally sets the

6   standard in this jurisdiction?

7   A   No, I am not suggesting that at all.

8   Q   Going on to page 8 --

9   ALJ JONES: Would this be a good time for a break,

10   Mr. Harrelson?

11   MR. HARRELSON: Sure.

12   ALJ JONES: We will take a 15-minute break and come

13   back at two minutes of eleven.

14   (Recess taken)

15   ALJ JONES: On the record.

16   Mr. Harrelson, you want to continue your

17   cross-examination.

18   MR. HARRELSON: Thank you, Judge.

19   Q   Turning to page 7 and 8 of your reply testimony

20   regarding initial and subsequent downloads of the DAL

21   database, do you see that, bottom of 7, top of 8?

22   A   Yes, sir.

23   Q   Does Pacific maintain the initial download it

24   provides to a CLEC?

25   A   I'm not sure what you mean by maintain.

26   Q   You have distinguished the initial load and then

27   you suggest you provide daily updates at the top of page 8.

28   Do you see that?

1   A   Yes.

2   Q   Now you provide daily updates to a source file,

3   correct?

4   A   When you are saying source file, you are talking

5   about the initial load?

6   Q   Yes.

7   A   Yes.

8   Q   Do you maintain the initial load as a source

9   file?

10   A   On our end, or --

11   Q   Do you maintain the file that you provided as the

12   initial download to a CLEC in your system?

13   A   To my knowledge we don't actually keep that file.

14   Once that file is sent over I don't believe we keep it

15   because it is a snapshot in time, and after any changes or

16   updates it wouldn't be a valid file anymore. And that's one

17   of the reasons for the daily updating, because there are so

18 many changes, adds, deletions.

19   Q   You keep a record of the time the initial load

20 was provided, the date of that initial file, don't you?

21   A   I am not sure of all of the administration that

22 takes place. We have product managers that handle that.

23 And I am not familiar with all the processes and

24 administrative things that they track as they are setting

25 this up.

26   Q   So you don't know if they keep a record of the

27 date of the initial file that is provided to the CLEC?

28   A   I would assume as part of their administrative

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1   tasks that they would keep that information so that they

2   would know when it was sent, when it was tested, when it was

3   approved by the CLEC as a valid transfer, everything works

4   the way we want it to work. I would imagine as is part of

5   their administrative functions they do have some of that

6   information.

7   Q   Okay.

8   Turning to your testimony on page 8 regarding the

9   process for release of nonpublished numbers, do you see

10 that?

11   A   Yes.

12   Q   Have you examined the dueling contract language

13   between the parties on this issue?

14   A   Not in great detail, but I have looked at the

15   contract language on both parts.

16   Q   Is it fair to say that Pacific proposes no

17   contract language on this issue?

18   A   You are correct.

19   Q   Does that mean that Pacific proposes not to make

20   the service available to MCImetro?

21   A   To my knowledge that particular service and

22   process has been used in the past, and I don't believe

23   there's been any discussion that I am aware of to

24   discontinue that particular service. It is available in the

25   tariff also.

26   Q   Which tariff? That was my next question.

27   A   That was one of my corrections on the bottom of

28   page 9 in the footnote. It is the A-5 tariff, Section

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1   5.8.2.

2   Q   Do you have that tariff with you on the stand?

3   ALJ JONES: Off the record.

4   (Off the record)

5   ALJ JONES: On the record.

6   MR. HARRELSON: Q   Could you give me the title of

7   that tariff.

8   A   Network and exchange services. Is that what you

9   were looking for?

10   Q   I am going to keep asking you until I'm sure.

11   A   Okay.

12   Q   Is that in your Schedule Cal PUC No. 175-T, do

13   you know?

14   A   No. It is in Cal PUC No. A-5.

15   Q   What is the charge for nonpublished number report

16   service in that tariff?

17   A   In this tariff the charge to the requesting party

18   is $2.37.

19   Q   When you say the requesting party, could you tell

20   me who -- what does the tariff specify as the requesting

21   party?

22   A   The calling party.

23   Q   So is that in fact the retail charge Pacific

24   imposes on its end users who call and request nonpublished

25   number report service?

26   A   Correct.

27   Q   So you are proposing to charge MCImetro on a

28   wholesale basis the same price you charge your customers on

1   a retail basis, is that fair?

2   A   I'm not sure the discussion was over the price.

3   I thought it was the process. This is the same process that

4   is used in the retail. But to answer your question, I am

5   not sure about the pricing. I am not sure what the

6   recommended pricing would be.

7   Q   My questions will be about pricing, okay?

8   A   Okay.

9   Q   Do you know what price for that service is

10   contained in Pacific's Schedule 175-T applicable to its

11   access service offering?

12   A   I am not sure I have a copy of that.

13   ALJ JONES: Off the record.

14   (Off the record)

15   ALJ JONES: On the record.

16   MR. HARRELSON: Q   Would you agree with me subject

17   to official notice of records on file with the CPUC that the

18   charge is $2.36 for that service?

19   A   I will agree.

20   Q   Do you know what price Pacific proposes to charge

21   MCImetro in this proceeding for that service?

22   A   Again, off the top of my head, I don't know.

23   Q   Let's just hypothesize for a minute that the

24   charge Pacific wants to impose on MCImetro for that same

25   service is $10. Would you make that assumption.

26   A   Okay, I can make that assumption.

27   Q   In your opinion would that be permissible as a,

28   quote, market-based, closed quote, price in this instance?

1   A   Without knowing what constituted that price and

2   the costs, I wouldn't be able to answer that accurately.

3   But I would assume that that had taken place and it would be

4   a market-based price.

5   Q   If Pacific's providing the same service to its

6   end users at a charge of $2.37, would $10 permit a CLEC to

7   compete with Pacific for provision of that service?

8   A   That would be quite a difference as far as the

9   market. So it would be -- again, without knowing what went

10   into the provision of that $10 for the service for

11   wholesale, I don't know why it would be so high.

12   Q   You would agree with me that a CLEC would be

13   competitively disadvantaged if it were charged $10 for a

14   service Pacific offers to its end users for $2.37, wouldn't

15   you?

16   A   I don't know if I would say it would be

17   competitively disadvantaged. But that particular service is

18   not something that happens on a frequent basis.

19   Q   Let's say --

20   A   Because of infrequency I am not sure what kind of

21   an analysis we could do on the competition. But again, I am

22   not sure where the price came from, either.

23   Q   So you have no opinion on whether or not if

24   Pacific charges MCImetro $10 for the same service it

25   provides its retail end users for $2.37, whether that would

26   constitute a competitive disadvantage to MCIm? You have no

27   opinion? Or do you have an opinion?

28   A   I will give you an opinion as an end user. I

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1   would think that would be -- the higher price wouldn't be

2   appropriate from an end user perspective.

3   Q   You don't think it is MCImetro's position that we

4   actually want you to provide to MCImetro your subscribers'

5   nonpublished numbers? You don't understand that that is

6   what we are requesting, do you?

7   A   That was what I understood from the testimony I

8   read from MCIm, was they were requesting the number itself.

9   Q   If MCIm were instead requesting the same service

10   you offer to your end users in the A-5 tariff or the very

11   similar service you offer in your exchange access tariff

12   175-T, would that change your testimony?

13   A   If that is the same service they are requesting

14   and they are not assuming that the nonpublished number is

15   available to our operators, which it is not, then the

16   process certainly would be the same.

17   Q   My question is if all MCIm was requesting is the

18   same service you provide in both your A-5 and 175-T tariff,

19   then would your concern that we are asking you to make

20   available to us all your subscribers' nonpublished numbers

21   still exist?

22   A   Again, based upon what I read in the MCI

23   testimony, that is how I responded. But based upon your

24   question, the process that is in the tariffs is acceptable.

25   Q   You would have no objection to providing that

26   service to MCImetro?

27   A   No.

28   Q   I am trying to justifying out what you say at the

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1   bottom of page 9: "It would place Pacific in a Catch-22.

2   It would require Pacific to make all subscribers'

3   nonpublished numbers available to all requesting carriers or

4   else be in violation of Section 251(b)3 of the Act in

5   discriminatorily providing this information only to MCIm."

6   If all we are requesting is the same service you

7   provide your end users, same service you provide

8   interexchange carriers, that concern goes away; isn't that

9   correct?

10   A   That would be correct.

11   Q   In fact, just to describe the service we are

12   actually talking about here, Mr. Vandagriff, for the benefit

13   of the Judge, my son recently sustained a concussion on the

14   ski slopes in Lake Tahoe, would you accept that for me?

15   A   Sure. I have done that myself.

16   Q   And he was with the mother of a friend and

17   actually his friend as well. Now, if I had a nonpublished

18   number and they tried to call me and my son was contused,

19   actually unconscious, isn't it true that your service makes

20   available a process whereby in an emergency my son's

21   friend's mother could get to a Pacific Bell operator service

22   supervisor or some person who is authorized to call the

23   person with the nonpublished number and tell them to call

24   the party requesting this service?

25   A   Correct. That's the way the process would work

26   and does work.

27   Q   We are not talking about sharing nonpublished

28   numbers. We are talking about trying to overcome an

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 1   emergency situation; isn't that correct?

 2   A   Yes.

 3   Q   Do you want to charge market-based prices for

 4   that service?

5   A   It would be considered a market-based service.

6   Q   I believe in your summary -- let me just say at

7   the outset I am moving to another issue, so I don't confuse

8   you.

9   I believe in your summary you suggested that

10 Pacific is in compliance with the customized routing

11 requirements of the FCC's UNE remand order because it makes

12 available to CLECs customized routing in its territory in

13 California, is that a fair summary of your --

14   A   Correct.

15   Q   How many types of customized routing does Pacific

16 make available to CLECs in its service territory in

17 California?

18   A   That is an area I am not familiar with. That

19 would be more of a technical aspect that Mr. Kirksey would

20 have addressed in his testimony.

21   Q   On page 42 of your direct testimony, you use in

22 about the middle of that page the term "flavors" of

23 signaling protocols. Do you see that?

24   A   Yes.

25   Q   So are you suggesting there are different kinds

26 of signaling protocols that might be used to provide

27 customized routing?

28   A   I was responding to what I had read in testimony

1   that MCI was wanting a different protocol than the offering

2   that we had. So MCI was suggesting there is variety --

3   again, I am not familiar with the different protocols that

4   are available --

5   Q   You are not the technical witness?

6   A   Right.

7   Q   Mr. Kirksey testified to the technical parameters

8   for customized routing, correct?

9   A   That is my understanding.

10   Q   And you don't dispute any of his testimony in

11   this case regarding the technical requirements for

12   customized?

13   A   I'm sorry?

14   Q   You don't dispute any of Mr. Kirksey's testimony

15   in this case on the technical requirements for customized

16   routing, do you?

17   A   No.

18   Q   Do you know whether Pacific provides more than

19   one, quote, flavor, closed quote, of customized routing in

20   California?

21   A   I wouldn't know that, no.

22   Q   Do you know the definition of customize?

23   A   Not the dictionary definition.

24   Q   I am just going to hand you a Websters desk

25   dictionary, all right?

26   ALJ JONES: Off the record.

27   (Off the record)   ]

28   ALJ JONES: On the record.

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1   MR. HARRELSON: Q   Just referring you to the word

2   "customized" in that dictionary, would you read that

3   definition for me?

4   A   "To make, alter or build according to individual

5   specifications."

6   Q   Thank you.

7   MR. HARRELSON: Your Honor, if we could go off the

8   record --

9   ALJ JONES: Off the record.

10   (Off the record)

11   ALJ JONES: On the record.

12   MR. HARRELSON: Q   You would agree with me,

13   Mr. Vandagriff, that under the Act, Pacific must provide

14   CLECs nondiscriminatory access to unbundled network

15   elements? Is that correct?

16   A   Correct.

17   Q   Now, if Pacific only offered a CLEC a form of

18   access to a UNE that impaired the CLEC's ability to provide

19   the same quality service that Pacific provides its end users

20   when it uses that unbundled network element to provide its

21   own service --

22   A   Mm-hm.

23   Q   -- would that be nondiscriminatory?

24   A   If it's the same type of service that we use --

25   Q   Yes.

26   A   -- and that's what the CLEC was requesting, then

27   that would be nondiscriminatory service.

28   Q   All right. Let me back up. Pacific provides its

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1   own CNAM service to its own end users, correct?

2   A   Yes.

3   Q   All right. And does that entail being able to

4   query the CNAM database within a certain time frame? Let me

5   back up. Are you familiar with the technical requirements

6   for offering calling-name identification?

7   A   The specific requirements I am not familiar with.

8   I know that, as I mentioned in my opening, the requirement

9   under the Act is to provide the same service that we provide

10   to ourselves. And we do use the query-by-query and response

11   method to access CNAM and LIDB.

12   Q   Okay. If Pacific were to offer its own end users

13   a CNAM query service that provided the identification of the

14   calling number with name within two ring cycles --

15   Do you follow me?

16   A   Okay.

17   Q   -- would it be discriminatory if Pacific did not

18   provide that same quality of service -- i.e., something

19   greater than two ring cycles -- to a CLEC? Would that be

20   discriminatory, in your opinion?

21   MR. DAWSON: Objection. Mr. Harrelson is attempting

22   to elicit a legal opinion out of the witness. There's no

23   foundation that this witness is a lawyer or has any legal

24   opinions to give.

25   MR. HARRELSON: If the witness has no opinion, I'm --

26   he's free say so.

27   ALJ JONES: I'll allow him to answer.

28   THE WITNESS: Again, not knowing the technical

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1   specifications that are required for the ring cycles, there

2   could be some technical reasons in the switches that could

3   create some kind of requirement for the additional ring

4   cycle.

5   MR. HARRELSON: Q   Okay. So your answer is you have

6   no opinion, based on what you know?

7   A   Based on what I know.

8   Q   Okay. Finally on page 18 -- I think it goes over

9   to 19 -- of your reply testimony, you state at the bottom of

10   that page, quoting Ms. Murray at page 65 of her testimony,

11   "Ms. Murray is comparing apples to oranges." Do you see

12   that?

13   A   Yes.

14   Q   And in the following sentence you say, "CNAM is

15   made available on a query-by-query basis, and is not

16   comparable to directory-assistance listings." Do you see

17   that?

18   A   Yes.

19   Q   Now, Pacific does maintain a national

20   directory-assistance database in Chicago, Illinois; is that

21   correct?

22   A   That's where our national database is located.

23   Q   Don't worry. I'm not going to -- that issue's

24   been resolved in this case. I'm not going to go there.

25   A   Okay.

26   Q   Do your operators have query access to that

27   database?

28   A   Yes. That's how the -- those operators access

1   that particular database.

2   Q   Okay. I'm done with your reply testimony. So

3 from here on out, I'm going to be referring to your direct.

4 That's Exhibit 125. All right.

5   On page 9 of that testimony, you see -- you would

6 agree with me that access to the LIDB database is an

7 unbundled network element under the FCC UNE Remand Order,

8 would you not?

9   A   Correct.

10   Q   All right. And in that answer to Question 8 on

11 that page, for pricing terms and conditions for access to

12 LIDB, Pacific references a federal tariff; is that correct?

13   A   I don't see the pricing terms and conditions on

14 here. Wait a second. I see reference to federal tariff for

15 description of the service.

16   Q   All right. So are you suggesting that that

17 federal tariff will not be referenced for purposes of

18 pricing?

19   A   That's my understanding, is the tariff is

20 referenced for description of the service.

21   Q   All right.

22   A   And I believe the pricing is in the

23 Pricing Appendix.

24   Q   All right. So if FCC Tariff No. 1 has a price in

25 it, then it's Pacific's position that the price in that

26 tariff doesn't govern, but the UNE Pricing Appendix in the

27 interconnection agreement applies; is that your position?

28   A   I believe that's what we were discussing when

1   this was put together; that the tariff reference would be

2   used on the further description of service.

3   Q   And you would agree with me that a price for

4   query access to LIDB was established in the Commission's

5   OANAD proceeding, would you not?

6   A   I am not completely familiar with that, but I

7   believe there were some -- there were several prices set,

8   and that LIDB was one of them.

9   Q   Do you know if the Commission used a TELRIC or a

10   market-based pricing standard in its OANAD opinion?

11   A   I don't know.

12   Q   You don't?

13   Now, at the bottom of page 10 you talk about MCIm

14   overstating the ease by which Pacific can change its

15   tariffs. Do you see that towards the bottom of the page?

16   "But MCIm overstates" --

17   A   Oh, yes. I do.

18   Q   Okay. And you say, "MCIm and all other

19   purchasers of this service can and often do intervene in

20   such filings." Do you see that?

21   A   Yes.

22   Q   Now, did you mean to use the term "intervene" as

23   a lawyer would use it?

24   A   No.

25   Q   Okay.

26   A   The tariff proceedings are filed with a certain

27   time frame that, if a carrier such as MCIm wanted to send

28   remarks, comments, objections, you know, whatever as an

1   intervention, they have that opportunity.

2   Q   All right.

3   A   And that's what I was referring to in

4   "intervene."

5   Q   But nondiscriminatory access to unbundled network

6   elements is a requirement of Section 251 of the Telecom Act;

7   isn't that correct?

8   A   Yes.

9   Q   And interconnection agreements are to be

10   negotiated between Pacific and other CLECs to implement

11   Section 251 of the Act; is that correct?

12   A   That's my understanding, yes.

13   Q   And if they can't come to an agreement with

14   respect to an interconnection -- a term or a condition in an

15   interconnection agreement, then they're entitled to

16   arbitration under Section 252 of the Act; is that correct?

17   A   That's correct.

18   Q   Now, are the level of rights a party is able to

19   obtain in a tariff-filing process before the Commission the

20   same as the level of rights we're observing here, in terms

21   of hearings, cross-examination?

22   A   I couldn't answer that. I don't know the entire

23   process for the tariff filings.

24   Q   All right. And if we went through a process to

25   have the Commission decide a price for LIDB as a result of

26   this arbitration, is it Pacific's position that that price

27   could be changed by filing a different price in its tariff?

28   A   For after this arbitration?

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1   Q   Let's say this arbitration -- the Commission

2   approves a price for LIDB queries in the Pricing Appendix in

3   this case.

4   A   Right.

5   Q   Is it Pacific's position that that price could be

6   changed by Pacific filing a tariff at the California

7   Commission?

8   A   No, that wouldn't be our position, because the

9   pricing is in the Pricing Appendix. And, again, the tariff

10   references that we're addressing here are the descriptions

11   of the service.

12   Q   Okay. Do you know whether or not some parties

13   argued that the price for unbundled network elements should

14   be contained in a tariff in the OANAD proceeding?

15   A   Again, I'm not that familiar with OANAD. It

16   started before I came into this job, so I'm not sure what

17   was --

18   Q   So you wouldn't know if the Commission rejected

19   the position that the prices for UNEs should be contained in

20   a tariff?

21   A   I wouldn't know that.

22   Q   You wouldn't know if, instead, the Commission

23   adopted a price list?

24   A   I've seen discussions in various testimonies

25   about a price list for OANAD, but I personally have not ever

26   seen the list itself.

27   Q   So you wouldn't know if, in fact, the Commission

28   imposed some strict procedural requirements on trying to

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 1   change a price established in OANAD?

 2   A   No, I'm not aware of that. I'm not familiar with

 3   the process.

 4   Q   You haven't heard of what's called an annual --

 5   excuse me -- a "triannual cost reexamination process"

 6   relative to OANAD?

 7   A   No, I haven't.

8   Q   Now, I believe part of your summary was that the

9   LIDB and CNAM databases contain proprietary and confidential

10   information. Do you recall that?

11   A   Yes.

12   Q   Are you aware of MCIm's testimony in this

13   proceeding that it would only use the information contained

14   in LIDB or CNAM to the extent permitted by law?

15   A   Yes.

16   Q   And those same legal restrictions on the use of

17   that data -- is Pacific bound by the same restrictions on

18   the use of that data as other carriers or do you know?

19   A   From my understanding, yes, we are still -- we

20   are bound by the same requirements.

21   Q   Okay. Now, you aren't suggesting in your

22   testimony on page 17 that MCImetro would purposely violate a

23   law restricting the use of that information, are you?

24   A   Oh, no.

25   Q   Let's turn to your direct testimony at page 24

26   and 25. Down at -- close to the bottom of the page, you

27   say, "but the fact that errors will occur will lead to

28   continuous disputes if Pacific is held to an ordinary

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1   negligence standard, as proposed by MCImetro." Do you see

2   that?

3   A   Which page? I'm sorry.

4   Q   I'm sorry. Page 25 of your direct. It begins

5   with the -- the word "Pacific," a little -- a little more

6   than halfway down that page. "Pacific disclaims."

7   A   "Responsibility for ensuring"?

8   Q   Yes.

9   A   Okay. Got it.

10   Q   All right. Does Pacific require CLECs who

11   provide data that is to be installed in Pacific's LIDB and

12   CNAM database -- does Pacific require CLECs to ensure the

13   accuracy of that data?

14   A   It would be the responsibility of the CLEC to

15   make sure that the information from their customers was

16   accurate.

17   Q   And by "responsibility," what do you mean?

18   A   I'll give an example from when I was a service

19   representative. One of the things that obviously the

20   customer would like is their name to be spelled correctly,

21   so that they can be found, and their phone number can be

22   validated in LIDB or CNAM. And the service representatives

23   are required to spell back the customer's name, how they

24   want it listed and, you know, validate that information is

25   correct. Again, human beings, a lot of times they don't

26   hear it, even though they give it back to the customer.

27   From experience, my name is often misspelled. And that's

28   one of -- a simple example of what can happen when you have

1   a multitude of customers coming in. And the information

2   going into a database can get input inaccurately from the

3   person inputting the information.

4   Q   Okay. Do you know if Pacific requires CLECs who

5   provide information that it's requesting Pacific load in the

6   CNAM or LIDB database to validate that that information is

7   correct?

8   A   When you say "requires," if the information is

9   sent directly from the person inputting, which would be a

10   CLEC service rep, and it flowed through the systems and went

11   into LIDB, there would be no other human intervention at

12   that point. So the information that was put in up front

13   would be the responsibility of the CLEC. And we hope that

14   that -- the information will be accurate, so that their

15   customer information will be accurate.

16   Q   Okay. Let's just assume for a moment that it

17   wasn't accurate; that a CLEC gave you inaccurate information

18   to load in the LIDB CNAM database.

19   A   Okay.

20   Q   All right?

21   A   Mm-hm.

22   Q   And let's say, for some ridiculous reason, it was

23   the direct consequence of bad management. All right?

24   A   Okay.

25   Q   Are you suggesting that MCImetro should be held

26   completely harmless for that bad management?

27   A   Would you restate your question?

28   Q   Yes. Let's say that as a result of the

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1   information being inaccurate, an end user of the service

2   actually suffered some harm.

3   A   Okay.

4   Q   Are you suggesting that that end user should have

5   no recourse against MCImetro?

6   A   I don't believe that's the way it's stated. I

7   believe it's stated that the user would hold Pacific Bell

8   harmless, because they were MCI's user. That's the way it's

9   stated.

10   Q   Okay, all right. So you're saying that in that

11   case, the end user would have no recourse against

12   Pacific Bell?

13   A   Correct.

14   Q   And that is, in part, given the hypothetical I've

15   given you, because the error or mistake was the result of

16   MCImetro's actions or omissions, correct?

17   A   Correct.

18   Q   What standard are you suggesting Pacific be held

19   to for its own acts in terms of populating the LIDB or CNAM

20   database? You're complaining there shouldn't be the

21   negligence standard. What standard is it you wish to

22   employ?

23   A   I'll need to look at the contract language.

24   ALJ JONES: Off the record.

25   (Off the record)

26   ALJ JONES: On the record.

27   MR. DAWSON: Mr. Vandagriff, I am handing you what is

28   the most recent iteration of the LIDB and CNAM Service

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1   Appendix. And we would like you to phrase your answer in

2   terms of the language as it now stands.

3   THE WITNESS: Okay.

4   ALJ JONES: And we'll be off the record while he

5   reviews it.

6   (Off the record)   ]

7   ALJ JONES: On the record.

8   MR. HARRELSON: Q   Mr. Vandagriff, have you examined

9   what your counsel represented to be the most recent contract

10   language on this issue?

11   A   Yes, I have.

12   Q   What standard is Pacific proposing be applied to

13   its conduct for purposes of liability for CNAM or LIDB

14   listings?

15   A   I believe you are referring to 7.4 where Pacific

16   is requesting that if the inaccuracies are caused by Pacific

17   it would be willful misconduct or gross negligence would be

18   the standard.

19   Q   So Pacific would be relieved of any liability for

20   ordinary negligence; is that correct?

21   A   That's my understanding.

22   MR. HARRELSON: If you would just give me a few

23   moments off the record, we may be done with the witness. I

24   was just going over my last and final notes.

25   ALJ JONES: Off the record.

26   (Off the record)

27   ALJ JONES: On the record.

28   MR. HARRELSON: Thank you. Just one final line of

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1   questions, Mr. Vandagriff.

2   Q   In your testimony today did you suggest that the

3   process for loading LIDB and CNAM information in Pacific

4   Bell's LIDB and CNAM databases is similar to the process

5   used to load directory listings information in Pacific's

6   directory listings databases? Are those processes similar,

7   to your knowledge?

8   A   I know the information is derived from the local

9   service request that is sent from the CLEC. I am not sure

10   downstream if the -- how the process is for the different

11   databases.

12   Q   So the information to populate all those

13   databases is provided by the CLEC pursuant to an LSR,

14   correct?

15   A   Correct.

16   Q   And after that that information is processed

17   through Pacific's various OSS systems to populate the

18   databases, correct?

19   A   That's my understanding.

20   Q   And you don't know after the information is

21   provided by the CLEC on an LSR specifically what those OS

22   processes are for the various databases?

23   A   No, I don't.

24   Q   So you wouldn't know if those processes are the

25   same or different, then, correct?

26   A   Right.

27   Q   Do you have any reason to believe they are

28   different?

1   A   I can give an example of one instance where the

2   information would be different; for instance, a nonpublished

3   number. And the DA database and the DAL that is provided,

4   the telephone number is not provided. In LIDB and CNAM the

5   information is there because the query has to validate that

6   that's the actual customer, and then the information is

7   returned from that for the billing, or in the case of CNAM,

8   it will send information that it is not known, I think that

9   is what comes back on your little call box.

10   So the information is different. Again, as the

11   processing, I am not sure how it is achieved through the

12   LSR.

13   Q   So the information necessary on an LSR or the

14   fields that need to be filled in might be different for a

15   LIDB to populate the LIDB database versus the DAL database,

16   is that a fair assumption of what you just said?

17   A   I am not intimately familiar with the fields on

18   an LSR, but it is possible, right.

19   Q   But would you agree with me that Pacific's OSS

20   systems will electronically process an LSR and populate the

21   relevant databases without human intervention?

22   A   I think that's our goal. I am not sure if it

23   does it all the time, but I think that is the goal.

24   MR. HARRELSON: Thank you. I have no further

25   questions of the witness.

26   ALJ JONES: Seems like a good time to break for

27   lunch. If you have no objection, or do you have only two

28   minutes of redirect?

1   MR. DAWSON: I have two minutes of redirect.

2   ALJ JONES: All right. Then go for it.

3   REDIRECT EXAMINATION

4   BY MR. DAWSON:

5   Q   Mr. Vandagriff, the questions that were just

6   asked on populating the directory assistance listings

7   database and the CNAM database, do you recall those?

8   A   Yes, I do.

9   Q   You were talking about -- you were comparing the

10   similarities of populating those two databases; is that

11   right?

12   A   Correct.

13   Q   So you are not discussing any similarities or

14   differences in downloading those databases; is that right?

15   A   No, we didn't discuss that.

16   Q   Are there similarities on the downloading side

17   between the two databases?

18   A   The CNAM and LIDB database are not designed for

19   downloads or used as information downloads in bulk. They

20   are designed and used on a query-by-query basis to validate

21   a bill or send the calling name information back to the

22   subscriber's box. And the directory assistance database has

23 a built-in process for the directory assistance listings to

24 be downloaded in bulk.

25   Q   Earlier this morning you and Mr. Harrelson

26 discussed imputation in connection with the recent FCC

27 decision on directory assistance listings. Do you recall

28 that?

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1   A   Yes, I do.

2   Q   And I believe you and Mr. Harrelson agreed that

3   the FCC had imposed an imputation requirement where --

4   correct me if I have this wrong -- where Pacific uses DAL

5   listings in its business?

6   A   The imputation we were talking about deals with

7   national directory assistance. And the way that works is

8   the actual database information that we query is owned by a

9   third party and we contract with that third party for that

10 information. And the information is then -- excuse me. The

11 imputation that we provide to ourselves is also reported to

12 the FCC under our cost allocation manual filing, CAM filings

13 that we are required to do. I believe at last look that

14 cost was at about a nickel a query.

15   Q   So you impute a nickel per query under the FCC's

16 rules?

17   A   I believe that's accurate, yes.

18   MR. DAWSON: Thank you. That's all I have.

19   MR. HARRELSON: I do have some recross.

20   ALJ JONES: All right.

21   RECROSS-EXAMINATION

22   BY MR. HARRELSON:

23   Q   You suggested that the process for downloading

24   the LIDB and CNAM databases might be different from the

25   process for downloading the DAL database?

26   A   Correct.

27   Q   You are not the technical witness on these

28   issues, correct?

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1   A   No. This is just my understanding from talking

2   to the product manager that has LIDB and CNAM in relation to

3   a download so I could kind of have a general idea of what

4   the systems do and the capabilities.

5   Q   So have you examined whether it is technically

6   feasible to provide a download of the CNAM and LIDB

7   database?

8   A   I personally have not done that, no.

9   Q   Do you understand, is it your position that it is

10   not technically feasible?

11   A   The position we are taking is that it is not an

12   obligation because that is not how we use the information

13   for our operations. We use it on a query-by-query basis,

14   and that is what we are obligated to provide to other

15   wholesale customers that want that.

16   The other thing that comes to mind is as a

17   nondiscriminatory, which we have been talking a lot about

18   today, we will have to provide that to all of the other

19   CLECs and all the other wholesale customers that would like

20   that same information.

21   Q   What is wrong with that, Mr. Vandagriff?

22   A   The fact that right now there is nothing in place

23   for that. It would probably take quite a lot of time to

24   develop a process. And again, not even knowing if it is

25   technically feasible, that would have to be taken into

26   account also.

27   Q   But you have no information that it is not

28   technically feasible to download CNAM and LIDB database,

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1   correct?

2   A   I don't have that information, no.

3   Q   And if it were, wouldn't Mr. Kirksey have

4   presented that or some other technical witness in this case?

5   A   I'm not sure if any of the other technical

6   witnesses would have had that information at this time.

7   Q   What specifically is done differently in a

8   process whereby you download the data contained in a LIDB or

9   CNAM database from the process for downloading data

10   contained in the directory assistance listings database?

11   A   Again, without having done the analysis for the

12   technical availability, I can only make an assumption that

13   at this time the DAL database, which is for -- the DAL

14   listings, excuse me -- were part of the design to load -- to

15   download those listings in bulk. The design for CNAM and

16   LIDB was based upon query access, so that when you needed

17   information, you queried the database.

18   Q   That's the way you are offering the service

19   today, correct?

20   A   Correct.

21   Q   Do you know when you first began offering access

22   to the directory assistance listings basis on a batch or

23   bulk download? Do you know when you first began offering

24   that?

25   A   No, I don't.

26   Q   And if you were required as a result of this

27   order to offer the same batch or bulk download of CNAM and

28   LIDB, do you know if the process by which you would do that

1   would be any different than the way you provide a download

2   of the DAL database?

3   A   I don't know.

4   Q   There's been some discussion about imputation,

5   and regrettably, did you understand my questions about

6   nondiscriminatory access requirements for DAL in the U.S.

7   West decision to be directed at MCImetro's ability to use

8   Pacific's national directory assistance database? Is that

9   how you understood my questions?

10   A   No, I don't think that was your question.

11   Q   Okay. We are not asking for the ability to use

12   Pacific's national directory assistance database.

13   A   I understood that.

14   Q   You understand that?

15   A   Right.

16   Q   We are asking for access -- is it fair to say

17   that we are asking for access to Pacific's region-wide

18   directory assistance listings it uses to provide local and

19   nonlocal listings of the customers that reside in its

20   service territory, is that a fair statement?

21   A   That's my understanding, yes.

22   Q   And these accounting records you referred to, do

23   these accounting records show some price that the third

24   party providing your national directory assistance database

25   in Chicago pays to Pacific for access to those same

26   region-wide listings?

27   A   The CAM filings that I was referring to were I

28   believe part of what was required out of the order, the NDA

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1   order, that each RBOC has to file those on a schedule, and I

2   am not sure exactly what that schedule is, showing that they

3   are complying with the outcome of that order.

4   And the imputation price that I mentioned -- and

5   again, I think it is around a nickel -- is included in that

6   filing. And that's the price that we impute to ourselves

7   for using the information from the third party.

8   Q   So when Pacific uses the information contained in

9   its national directory assistance database or this third

10   party's national assistance directory data base, it imputes

11   to itself a charge for that query access?

12   A   That is my understanding is how it works, yes.

13   Q   My question to you is where in that cost

14   allocation manual will it reveal what price Pacific charges

15   this third party provider for that regional database that we

16   both agreed is the subject of at least my discussion in this

17   case?

18   A   I couldn't give you the specific cite in that

19   cost allocation manual. It is a public document I believe

20   on the FCC website.

21   Q   But you would agree with me that's not the 5-cent

22   figure you cited, is it?

23   A   I believe it is contained somewhere in that

24   manual.

25   Q   Somewhere in that manual?

26   A   Yeah.

27   Q   Are you saying -- you are saying that Pacific

28   imputes to itself 5 cents every time it -- that is,

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1   Pacific's own operators -- do a query access to the national

2   directory assistance database, is that your testimony?

3   A   That is my understanding is what we do, yes.

4   Q   But you understand we don't want the national

5   assistance directory assistance database, correct?

6   A   I understand that, yes.

7   Q   So we want your region regional database?

8   A   Correct.

9   Q   We actually want access to that database to

10   create our own national directory assistance database; do

11   you understand that?

12   A   Hm-hmm.

13   Q   And haven't we already gone through the

14   difference in the cost to simply acquire the database versus

15   the additional cost necessary to establish a national

16   assistance directory database?

17   A   Yes.

18   Q   And you are not retracting that testimony, are

19   you?

20   A   No.

21   MR. HARRELSON: Thank you very much. I have no

22   further questions.

23   ALJ JONES: Mr. Dawson, anything further?

24   MR. DAWSON: No, your Honor.

25   ALJ JONES: All right. Then thank you very much,

26   Mr. Vandagriff. You're excused.

27   And we will break for lunch until 1:30.

28

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1
              (Whereupon, at the hour of 12:10 p.m.,
2   a recess was taken until 1:30 p.m.)

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1   AFTERNOON SESSION - 1:30 P.M.

2   *   *   *   *   *

3   ALJ JONES: On the record.

4   MICHAEL LEHMKUHL, called as a witness
       by MCImetro Access Transmission Services,
5   L.L.C., having been sworn, testified as
       follows:
6

7   ALJ JONES: Thank you. Please be seated. State your

8   name and spell your surname for the record.

9   THE WITNESS: Michael Lehmkuhl, L-E-H-M-K-U-H-L.

10   ALJ JONES: And I have marked as Exhibit 210 the

11   direct testimony of Michael Lehmkuhl on behalf of MCImetro.

12

           (Exhibit No. 210 was marked for
13   identification.)

14   MR. HARRELSON: Thank you, judge.

15   DIRECT EXAMINATION

16   BY MR. HARRELSON:

17   Q   Good afternoon, Mr. Lehmkuhl.

18   A   Good afternoon.

19   Q   I am going to hand you a copy of what has been

20   marked as Exhibit 210. Do you recognize that document?

21   A   Yes, I do.

22   Q   Is that the direct testimony you filed in this

23   proceeding on February 2nd of this year?

24   A   Yes, it is.

25   Q   Do you have any corrections to make to that

26   testimony here today?

27   A   No, I do not.

28   Q   So if I were to ask you the questions contained

1   in that document again here today, would your answers be the

2   same?

3   A   Yes, they will.

4   Q   And are those answers true and accurate to the

5   best of your belief and knowledge?

6   A   They are.

7   MR. HARRELSON: With that, Judge, I will tender

8   Mr. Lehmkuhl for cross-examination after he has the

9   opportunity to briefly summarize his testimony.

10   THE WITNESS: Good afternoon, your Honor. I am here

11   to discuss MCImetro's positions on two correlated databases

12   known as LIDB and CNAM.

13   LIDB, or line information database, is used to

14   verify calling cards and call blocking, while CNAM, or

15   calling name database, is used to provide Caller ID.

16   MCImetro seeks batch access to these databases so

17   that they may have the same nondiscriminatory access Pacific

18   has and provides to itself. And because these databases are

19   UNEs, Pacific has a duty to provide nondiscriminatory access

20   to MCImetro without imposing any use restriction.

21   That concludes my statement.

22   ALJ JONES: All right.

23   MR. HARRELSON: Very good.

24   I tender Mr. Lehmkuhl for cross-examination.

25   CROSS-EXAMINATION

26   BY MR. DAWSON:

27   Q   Good afternoon, Mr. Lehmkuhl. I'm Tim Dawson for

28   Pacific.

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1   A number of your issues have settled, is that

2   right?

3   A   On which?

4   Q   On your testimony, a number of the issues have

5   settled so that your testimony is fairly pared down at this

6   point; isn't that right?

7   A   I am not quite sure. I don't know -- yes, there

8   were some issues settled for LIDB and CNAM.

9   Q   Over at page 16 of your testimony, you talk

10   about -- are you there?

11   A   Page 16?

12   Q   Right.

13   A   Apparently, the copy that I have doesn't have a

14   page 16.

15   ALJ JONES: Off the record.

16   (Off the record)

17   ALJ JONES: On the record.

18   MR. DAWSON: Q   Do you have a page 16 now?

19   A   Yes, I do.

20   Q   Speaking of nondiscriminatory, if you look down

21   in the second paragraph under issue LIDB 1, that starts

22   "Further, as an UNE," do you see that paragraph?

23   A   Yes, I do.

24   Q   And then the final sentence says: "Moreover,

25   nondiscriminatory terms and cost-based TELRIC pricing is not

26   available to every customer but only to telecommunications

27   carriers for the provision of a telecommunication service

28   under the Act."

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1   Do you see that?

2   A   Yes, I do.

3   Q   Can you describe briefly what you are getting at

4   there with that statement.

5   A   It will take me a minute to read it in context

6   here.

7   ALJ JONES: Off the record.

8   (Off the record)

9   ALJ JONES: On the record.

10   THE WITNESS: Could you ask the question again,

11   please.

12   MR. DAWSON: Q   Can you describe briefly what you

13   are getting at there with that statement.

14   A   I think what I was getting at was the fact that

15   nondiscriminatory terms and cost-based TELRIC pricing is

16   available to those carriers that qualify to receive CNAM and

17   LIDB as a UNE.

18   Q   So those would be what we know as certificated

19   CLECs?

20   A   I'm not sure -- I don't believe that it's only

21   relegated to certificated CLECs.   ]

22   Q   Well, do you know whether in California you have

23   to have a certificate -- what we call a "CPCN," a

24   certificate, or at least be in the process of applying for

25   one, in order to ask for a -- ask for an interconnection

26   agreement here in California?

27   A   Yes, I would assume that would be one way.

28   Q   Okay. So -- and if -- if a provider did not have

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1   a CPCN, then they -- under what you're saying, they would

2   not be entitled to come in and ask an ILEC for UNEs or

3   databases at TELRIC prices, right?

4   A   I'm not that familiar with California law to make

5   that statement.

6   Q   All right. Now, are you very familiar with

7   the -- with the LIDB market and the different providers in

8   there that offer LIDB?

9   A   I'm familiar with the basic provision of LIDB in

10   CNAM.

11   Q   Okay. Are there -- there are some providers such

12   as ILECs that are -- I'm sorry. There are -- some of the

13   providers are ILECs, is that right, of these services?

14   A   Most of the providers are ILECs, yes.

15   Q   Right, okay. Some providers are not ILECs?

16   A   I believe there may be a few, yes.

17   Q   And some providers are not CLECs?

18   A   I am not -- I am not sure if they're CLECs or

19   not.

20   Q   Okay. Now, if they weren't a CLEC under your

21   rule, if you got batch access to CNAM, would they be also

22   able to get batch access to CNAM if they're not a -- if

23   they're not a CLEC entitled to -- under the

24   Telecommunications Act?

25   A   I'm not sure I understand your question.

26   Q   Well, you say here that only telecommunications

27   carriers for the provision of a telecommunications service

28   get -- get nondiscriminatory terms and cost-based TELRIC

1   pricing, right?

2   A   Okay.

3   Q   Well, if they don't qualify under that sentence,

4   then they wouldn't be entitled to get batch access to CNAM

5   either, right?

6   MR. HARRELSON: I think the question's been asked and

7   answered. It calls for a legal conclusion.

8   ALJ JONES: He can answer.

9   THE WITNESS: I believe what I did -- what I said in

10   my testimony was based on provision of the Act under

11   Section 251, so, you know --

12   MR. DAWSON: Q So yes? Your answer is --

13   A   I think if I understand your question correctly

14   -- I'm a little confused.

15   Q   The answer would be: Yes, they would not be

16   entitled to receive batch access to CNAM?

17   A   I'm -- I'm -- I'm a little confused by your

18   question. Could you restate it one more time, please?

19   Q   Sure. The question would be -- what I'm asking

20   you is whether I can get a "Yes" answer to: Because -- if a

21   provider of LIDB and CNAM is not a telecommunications

22   carrier under the Act entitled to nondiscriminatory terms

23   and cost-based TELRIC pricing, if they are not one, they

24   would not be entitled to batch access of CNAM; isn't that

25   right?

26   A   Not necessarily.

27   Q   How so?

28   A   I don't think that -- well, let's see. Let me

1   back up, because I'm not exactly sure where you're going

2   with this. I mean nondiscriminatory and cost-based TELRIC

3   pricing are what the ILEC has the duty under two --

4   Section 251 to provide to the requesting carrier, which is

5   -- in this case is MCImetro. So what I'm getting at in this

6   section of my testimony is that while Pacific may provide

7   LIDB and CNAM to other carriers, only telecommunications

8   carriers under the Act that qualify under Section 251 are

9   eligible to receive LIDB and CNAM as a UNE.

10   Q   Okay. Let's try it another way. If you're not a

11   telecommunications carrier under the Act, are you entitled

12   to MFN into someone else's ICA?

13   A   I'm not sure. I would -- I would assume that --

14   that might be correct.

15   Q   All right. Well, if that were the case, if MCI

16   won batch access in this proceeding, would a LIDB CNAM

17   provider who is not such a telecommunications carrier be

18   entitled to MFN into MCI's agreement to get batch access?

19   A   I think that would depend on the particular terms

20   of the MFN and the terms of the agreement.

21   Q   So are you saying that MFN -- MFN rights are

22   covered under the terms of an agreement?

23   A   Well, MFN is generally covered in an agreement --

24   I mean as far as I understand it, the interconnection

25   agreement that we have here has an MFN clause in it

26   outlining the terms of how other carriers would MFN or -- or

27   things like that. I mean I -- I'm not -- I'm not sure where

28   you're -- I'm not sure what your question is exactly.

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1   Q   Where are the MFN -- where do the MFN rights come

2   from under the Act?

3   A   I have no idea.

4   Q   All right. Okay. Now, in this -- in this

5   paragraph, you're -- back up now to line 8. It says,

6   "Pacific claims that its tariff conditions and rates should

7   apply to MCIm to ensure uniformity to all carriers." Do you

8   see that?

9   A   Yes, I do.

10   Q   Okay. Now, with respect to the LIDB and CNAM

11   per-query rates, is it your position that Pacific is

12   intending to charge tariff rates for those?

13   A   I think within the context of this issue, this

14   issue had to do with whether or not it would be a -- an

15   Appendix Pricing rate or a rate that was contained in the

16   tariff. And I think what I meant here was that we would

17   want a price that was contained in the agreement and not

18   have to be subject to a tariff rate.

19   Q   Okay.

20   A   So that's the whole reason we're negotiating

21   this.

22   Q   By avoiding the tariff and rating going for a

23   cost rate, MCI is simply trying to have what is due under

24   the Act and exercise some control over its costs?

25   A   Yes, that's correct.

26   Q   But it take it -- and then up at line 16, are you

27   with me?

28   A   Okay.

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1   Q   Okay. "Futher, as a UNE, Pacific must offer its

2   call-related databases such as LIDB in a nondiscriminatory

3   manner without -- without use restrictions at cost-based

4   rates. And negotiating those terms is one way MCI can

5   ensure that they remain nondiscriminatory." Do you see

6   that?

7   A   Yes, I do.

8   Q   Okay. Well, I read your testimony here to

9   suggest that -- that you believe the LIDB and CNAM rates

10   under this agreement to be offered under tariff. Is that

11   what your assumption is?

12   A   Some of the rates for LIDB and CNAM, I believe it

13   was suggested, would be under tariff.

14   Q   Okay. Have you seen the price sheet in this

15   case?

16   A   I've looked at it briefly a while ago; not

17   recently.

18   Q   Okay. Did you see the prices for LIDB and CNAM

19   in the price sheet?

20   A   I've looked at them at one time, yes.

21   Q   Okay. And do you recall what the -- what the

22   rates were?

23   A   No, I don't.

24   MR. DAWSON: Okay. Anyone need a copy?

25   Q   If you could, take a minute and locate the LIDB

26   and CNAM rates in that sheet.

27   A   Could you direct me to where they are? This is a

28   pretty big document here.

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1   ALJ JONES: We'll be off the record while he's

2   finding it.

3   (Off the record)

4   ALJ JONES: On the record.

5   MR. DAWSON: Q Do you see the prices there for lines

6   419 through 422?

7   A   Yes, I do.

8   Q   Okay. And -- and are those set rates in that, on

9   those lines?

10   A   I am not sure what you mean.

11   Q   Are they numbers?

12   A   Yes.

13   Q   All right. Now, it doesn't say "See Tariff 175T"

14 or "See Tariff FCC1" or anything like that, though, does it?

15   A   No, it does not.

16   Q   Okay. Could you look back at lines or look ahead

17 to lines 518 to 527? Are you there?

18   A   Which lines were those? 5 --

19   Q   518 through 527.

20   A   Okay.

21   Q   Okay. And what does it read in the pricing

22 column there?

23   A   For 519? DS-3 to DS-1.

24   Q   Yeah. What's the -- what's the rate sheet on

25 that?

26   A   See Tariff CPUC Section 7.2.

27   Q   And there's tariff references all the way down

28 that line?

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1   A   Yes.

2   Q   All right. If -- if the LIDB CNAM prices were in

3   the tariff, do you think the price sheet might have notated

4   "See tariff" instead of prices?

5   MR. HARRELSON: Your Honor, this calls for pure

6   speculation on the part of the witness. It has nothing to

7   do with the appearing pricing index.

8   MR. DAWSON: It has to do with just logical

9   deduction, I think.

10   ALJ JONES: You can answer.

11   THE WITNESS: Could you restate your question,

12   please, or --

13   MR. DAWSON: Q Sure. If the LIDB CNAM prices were

14   set at tariff, would it make sense that they would -- they

15   would notate "See tariff" instead of actually having prices?

16   A   They might.

17   Q   Okay. Is there anything -- are you familiar with

18   the LIDB Appendix that's being negotiated in this

19   arbitration?

20   A   Yes, I am.

21   Q   All right. Is there anything in the

22   LIDB Appendix which would lead you to believe that the

23   prices set forth for LIDB and CNAM would be applicable for

24   any term other than the three-year term of the agreement?

25   A   I can't say for certain because I don't have the

26   language of the appendix in front of me. I believe that

27   there was some reference in the -- I've been negotiating a

28   number of these appendices. And I know that there has been

1   reference to a tariff price --

2   Q   Okay.

3   A   -- in -- in some of the appendices. I know that

4   with local service -- local LIDB requires -- this would be

5   the price for local, but I know that Pacific is trying to

6   make a distinction between local and nonlocal. And I

7   believe the nonlocal prices are what are tariffed. And what

8   is -- that's what I was referring to in my testimony.

9   Q   Well, which ones are the UNEs?

10   A   All of them.

11   Q   Okay. And so where's the price for the nonlocal

12   LIDBs on the price sheet?

13   A   I don't know. Pacific is the one that prepared

14   this price sheet, as far as I understood.

15   Q   Really?

16   MR. HARRELSON: No. Let the -- I'm sorry,

17   your Honor. Can I correct the record? Because this witness

18   did not -- was not involved in the negotiations of the price

19   sheet, so -- I'd just like to state for the record that --

20   the fact that the Pricing Appendix was negotiated. And

21   there are disputes on it. And there are some things that

22   are not disputed on it, but it is the product of

23   negotiations between Pacific and MCImetro.

24   MR. DAWSON: Q Now, do you know whether the prices

25   set here are -- are TELRICs or not?

26   A   I don't know for certain, no.

27   Q   Okay. Are UNEs supposed to be priced at TELRIC?

28   A   Yes, they are.

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1   Q   Okay. So is there any reason to think that --

2   and these are UNEs, right?

3   A   LIDB and CNAM? Yes, they are UNEs.

4   Q   So any reason to think that those prices wouldn't

5   be TELRICs?

6   MR. HARRELSON: Asked and answered, your Honor.

7   THE WITNESS: To the extent that MCI and Pacific have

8   negotiated these rates, it's conceivable that, yes, they

9   would be TELRIC.

10   MR. DAWSON: Q All right. Now, your batch

11   analysis -- batch access analysis earlier in your

12   testimony --

13   A   Yes.

14   Q   -- did you do the research behind your analysis

15   there?

16   A   I'm not sure what you mean.

17   Q   Well, the -- is it fair to say that the bulk of

18   your testimony is intended to obtain the CNAM database and

19   LIDB database on a batch basis?

20   A   Yes, that's correct.

21   Q   All right. And then there's a fair amount of

22   legal analysis in here about the -- about the right to do

23   that; is that correct?

24   A   Yes.

25   Q   Okay. Did you do that research?

26   A   I did some of it.

27   Q   All right. Did you read the UNE Remand Order and

28   the first report and order as part of putting together this

1   testimony?

2   A   Yes, I did.

3   Q   Okay. And do you have those up there with you

4   today?

5   A   Not the entire order, no.

6   Q   Okay. Do you have the -- do you have the section

7   of the first report and order which you were citing in your

8   testimony?

9   A   I have the main part of that order up here, yes.

10   Q   Okay. Can you turn to that?

11   A   Okay.

12   Q   Could you read the Footnote 1059 as part of your

13   analysis?

14   A   That is actually one of the pages I do not have

15   up here.

16   MR. HARRELSON: Okay. Could we go off the record?

17   ALJ JONES: Off the record.

18   (Off the record)

19   ALJ JONES: On the record.

20   MR. DAWSON: Q All right. Did you read that

21   footnote as part of preparing this testimony?

22   A   Section 1059?

23   Q   Footnote.

24   A   Footnote 1059? Yes.

25   Q   Okay. How about Footnote 1127?

26   ALJ JONES: Off the record.

27   (Off the record)

28   ALJ JONES: On the record.

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1   THE WITNESS: Yes, I did.

2   MR. DAWSON: Q Okay. Did you reference either of

3   those in your testimony?

4   A   I don't recall doing so, no.

5   MR. DAWSON: Okay. Thank you. That's all I have.

6   MR. HARRELSON: Thank you. Redirect. If I could

7 have just one minute --

8   ALJ JONES: Off the record.

9   (Off the record)

10   MR. HARRELSON: I have no questions of the witness,

11 your Honor. Thank you.

12   ALJ JONES: All right. Thank you very much.

13   THE WITNESS: Thank you.

14   ALJ JONES: You are excused. We'll be off the record

15 while we're getting our next witness sorted out.

16   (Off the record)

17   EDWARD J. CAPUTO, called as a witness
           by MCImetro, having been sworn, testified as
18   follows:

19   ALJ JONES: Thank you. Please be seated. State your

20 name and spell your surname for the record.

21   THE WITNESS: My name is Edward Caputo. That's

22 C-a-p-u-t-o.

23   ALJ JONES: And I've marked as next in order as

24 Exhibit 211 the direct testimony of Edward J. Caputo, the

25 redacted version, and as Exhibit 211-C the direct testimony

26 of Edward J. Caputo, proprietary version.

27
                (Exhibit Nos. 211 and 211-C marked for
28   identification.)

1   MR. HARRELSON: Thank you, Judge.

2   DIRECT EXAMINATION

3   BY MR. HARRELSON:

4   Q   Good afternoon, Mr. Caputo.

5   A   Good afternoon.

6   Q   I'm going to hand you what's previously been

7   marked Exhibit 211 in this proceeding. Do you recognize

8   that document?

9   A   Yes, I do.

10   Q   Is that the redacted version of the direct

11   testimony you filed in this case on February 2nd of this

12   year?

13   A   Yes, it is.

14   Q   Do you have any corrections to make?

15   A   Yes, I do. On page 13 in the -- in about the

16   middle of the page there's a reference to an exhibit. It

17   says "Exhibit UNE 32A." That should be exhibit -- I'm

18   sorry. It should be Attachment 1.

19   And at the bottom of that page there's another

20   reference to an exhibit. That should actually be

21   Attachment 2, on page 14 about the middle of the page.

22   ALJ JONES: Could we stop for a minute? Are you

23   lost? Off the record.

24   (Off the record)

25   ALJ JONES: On the record.

26   MR. HARRELSON: Q   Because of some pagination

27   problems, Mr. Caputo, I'm going to start all over again.

28   I'm going to hand you what's been marked as copy -- as

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1   Exhibit 211-C in this proceeding. Do you recognize that

2   document?

3   A   Yes, I do.

4   Q   Is that the proprietary version of the direct

5   testimony you filed in this proceeding on February 2nd?

6   A   Yes, it is.

7   Q   And if I were to ask you to -- do you have any

8   corrections to make?

9   A   Yes, I do.

10   On page 13, about midway down the page, there's a

11   reference --

12   ALJ JONES: Didn't you have line numbers?

13   THE WITNESS: Yes, certainly.

14   ALJ JONES: Why don't you give us the line numbers?

15   THE WITNESS: Yes, certainly.

16   Line 15, there's a reference to Exhibit UNE 32A.

17   That should actually be Attachment 1.

18   In line 23, that reference should be

19   Attachment 2.

20   On page 14, line 10, that reference should be

21   Attachment 3.

22   On page 17, line 18, that should be Attachment 4.

23   And finally, on page 19, line 4, there's a

24   reference to Footnote 15. There is no Footnote 15, so we

25   would suggest that we just take that out.

26   MS. KRAPF: I'm sorry. I don't see the reference.

27   THE WITNESS: Line 14.

28   MS. KRAPF: Thank you.

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1   MR. HARRELSON: Q   All right. With those changes to

2   Exhibit 211-C, if I were to ask you the questions contained

3   in that document today, would your answers be the same?

4   A   Yes, they would.

5   Q   And are they true and accurate, to the best of

6   your belief and knowledge?

7   A   Yes, they are.

8   Q   And I believe I've previously handed you a copy

9   of what's been marked as Exhibit 211. Do you recognize that

10   document?

11   A   Yes.

12   Q   And that's the redacted version of your direct

13   testimony filed in this case on February 2nd?

14   A   Yes, it is.

15   Q   And would the same corrections you made to your

16   proprietary version apply equally to the redacted version?

17   A   Yes, they would.

18   MR. HARRELSON: Could we go off the record?

19   ALJ JONES: Off the record.

20   (Off the record)

21   MR. HARRELSON: Q   So with those same changes you

22   made to the proprietary version of your testimony, if I were

23   ask you the questions contained in Exhibit 211 here again

24   today, would your answers be the same?

25   A   Yes, they would.

26   Q   And they're true and accurate, to the best of

27   your belief and knowledge?

28   A   Yes, they are.

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1   Q   Mr. Caputo, have you prepared a summary of your

2   testimony for the Commission here today?

3   A   Yes, I have.

4   Q   Could you proceed, please?

5   A   Yes. Thank you.

6   Good afternoon. I actually had "Good morning"

7   here, but I -- but good afternoon. I'm here today to talk

8   to you about customized routing, directory assistance

9   database refreshes, and certain sections of appendices where

10   MCImetro needs some certainty with regard to

11   directory-assistance listing data.

12   First I'd like to address MCI's request for

13   customized routing of its operator services and directory

14   assistance. MCI needs customized routing so that we can

15   provide these services to our customers in the manner in

16   which they expect us to provide it to them. In many cases,

17   this is the primary contact that an MCImetro customer will

18   have with our company and with us. And they expect us to

19   provide that service to them, consistent with the -- the

20   service levels and practices that -- that we intend to

21   provide to all of our customers.

22   This is a very important interface for us, and we

23   believe that we should have the right and the ability to

24   manage and control that interface. We believe so strongly

25   in our need for customized routing that we've actually

26   evaluated the technical feasibility of a proposed solution

27   and tested it in our own local switch lab, and have provided

28   extensive documentation to Pacific on how that particular

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1   proposed solution can be accomplished.

2   I will state here that there are actually two

3   different services that we looked at in terms of customized

4   routing. One is for directory assistance traffic and one is

5   for operator services traffic.

6   The proposed solution that we have provided to

7   Pacific addresses customized routing for three different

8   switch types: The Lucent switch, a Nortel switch, and a

9   Siemens switch. And our testing has concluded that for

10   those three switch types for directory-assistance traffic,

11   that it is entirely possible for Pacific to provide the

12   customized routing that we have requested in the manner in

13   which we've requested it.   ]

14   With respect to operator services, in the Siemens

15   switch, we have tested and verified that it works for

16   operator services.

17   For Lucent we have tested that same capability

18   with a feature that has to be added to a Lucent switch in

19   order to make that capability possible.

20   And in the case of a Nortel switch, there is a

21   way to customize, route operator services traffic. However,

22   that may not meet both MCI's needs and at the same time

23   Pacific's needs in order to allow that traffic to be routed

24   so that it doesn't affect each other's traffic.

25   So in the case of Nortel, we have actually been

26   working with them to determine if there is a possibility of

27   them developing a capability that would meet both of our

28   needs. They have agreed to talk -- actually, they have

1   agreed to analyze that, and we have been working on coming

2   up with a proposed solution from Nortel, although we don't

3   have one at this point in time.

4   What we are hoping or what we would like to

5   achieve out of this arbitration is the guarantee that

6   Pacific will work with us to test our proposed solution, and

7   if it proves that it works, to actually implement that

8   proposed solution so that we can in fact handle our own

9   directory assistance and operator services calls on our own

10   platform so that we can service our own customers with our

11   own platform.

12   The other thing that we would like to ensure is

13   that there is a solution for arbitrating disputes or

14   whatever might come up during this test process and

15   implementation process so that it is actually implemented in

16   a timely fashion.

17   The next thing that I wanted to talk about was

18   refreshers.

19   We heard a little bit this morning about how a

20   refresh is essentially the same thing as an initial load of

21   directory assistance data.

22   What I would like to do is talk a little bit

23   about the process that we have gone through with Pacific to

24   get an initial load of their data.

25   We have had Pacific's directory assistance data

26   for some time now. In order to get that initial load we had

27   to work with Pacific to identify the appropriate record

28   format that would work between the two companies.

1   Pacific had to develop some programming that

2   would allow them to extract that data from their directory

3   assistance system. We had to establish links, communication

4   links between the two companies that would allow us to

5   receive daily updates of that data from Pacific.

6   And finally, we had to get the initial file from

7   them and then start the daily update process. That was a

8   considerable effort and took quite a bit of time to do.

9   In terms of a refresh, the only thing that is

10   required is for Pacific to actually run the same computer

11   jobs that they ran to generate the initial file extract for

12   us and provide it to us. So the level of effort is no where

13   the same as it was to get an initial file load.

14   And therefore, our request to get a refresh in a

15   timely fashion within ten days we feel is more than

16   legitimate and more than appropriate. We have received

17   refreshes from other carriers in one case in as little as

18   three days, in another case from a sister company of Pacific

19   within eight days. So we know that the capability exists to

20   do that kind of thing.

21   And what we want to make sure is that if there is

22   a circumstance where a database becomes corrupted either

23   through an action of MCI or an action of Pacific, that

24   consumers don't suffer as a result of that database being

25   inaccurate for an extended period of time.

26   There was also some discussion this morning about

27   directory assistance listing market pricing. I think

28   Pacific's witness this morning mentioned specifically a

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 1   price of 4 and 6 cents, 4 cents for initial load, 6 cents

 2   for daily updates.

 3   In evaluating or in reading the FCC's DAL

 4   provisioning order in paragraph 37 and in footnote 96 the

 5   Commission specifically rejected those prices as legitimate

 6   for directory assistance listings. What the Commission said

 7   was that those prices were set for subscriber list

 8   information, but the Commission declined to adopt those

 9   rates for specifically for directory assistance.

10   In fact, in the following paragraph they talked

11   about using more of a process that was evaluated in the New

12   York Commission's ruling on their DAL tariff which was a

13   cost-based rate.

14   Finally, in this interconnection agreement we

15   need to have some commercial certainty with respect to

16   operator services and directory assistance services so that

17   the terms and conditions of the appendices that are -- that

18   cover those specific items are consistent with the general

19   terms and conditions of the underlying agreement.

20   And that's the end of my opening statement.

21   ALJ JONES: All right. I have a couple of questions

22   before we begin cross-examination.

23   EXAMINATION

24   BY ALJ JONES:

25   Q   You indicated that there were some difficulties

26   that you're working with in the custom routing on the

27   operator services side, that the DA portion worked okay in

28   your tests?

1   A   Right.

2   Q   Is this with zero minus calls or other call

3   types?

4   A   It is with zero minus calls. Actually, it is

5   with zero minus and zero plus calls on a Nortel -- where

6   those calls had originated from a Nortel switch.

7   Q   But the zero minus was a problem on the Lucent

8   and the Siemens?

9   A   It is not a problem, no. Those switches both

10   have capabilities to route both zero plus and zero minus

11   calls.

12   Q   You said there was some change that had to be

13   made to the Lucent switch. Was it to accommodate the zero

14   minus calls?

15   A   It is actually called a secured feature, and it

16   allows the Lucent switch to take advantage of the ability

17   within its capabilities to actually do routing of different

18   carriers' calls to different terminations or to different

19   trunks.

20   Q   So it is an existing feature?

21   A   It is an existing feature that the software

22   manufacturer offers, that's correct. It is a software

23   feature.

24   Q   And it is MCI's intention to not implement this

25   until everything works with -- all the DA and the OS both

26   work for all switch types?

27   A   No. Actually, we would be willing to implement

28   these services as they are available. So if it is possible

1   to immediately implement directory assistance, we would do

2   that. And if we need to do additional work to implement

3   operator services calls, if we were able to do it right away

4   on a Siemens switch, we would be willing to do it right away

5   on a Siemens switch. ==If we need to do something in order to==

6   ==provide that capability on a Nortel switch and that might==

7   ==take a little bit longer, we would be willing to wait until==

8   ==that's available.==

9   ALJ JONES: Thank you.

10   MR. HARRELSON: Mr. Dawson, I just would like to

11   suggest one thing. He used the term -- maybe you can do

12   this on cross -- but he used the term DAL provisioning

13   order, an FCC order, and then there was no cite given. If

14   you are not confused, that's fine. But I was just going to

15   cite for the record what order he was referring to.

16   MR. DAWSON: I am not confused.

17   ALJ JONES: I might be.

18   MR. HARRELSON: I think he was reciting as the DAL

19   provisioning order FCC 01-27, provision of directory listing

20   information under the Telecom Act of 1934 as amended, CC

21   Docket No. 99-273, released January 23rd, 2001. Thank you.

22   CROSS-EXAMINATION

23   BY MR. DAWSON:

24   Q   Good afternoon.

25   A   Good afternoon. How are you.

26   Q   A couple more questions on your opening statement

27   on the customized routing.

28   You said there is additional feature for Lucent

 1   that would need to be purchased; is that right?

 2   A   Yes, that's correct.

 3   Q   And that would be for purchase into our switches,

 4   right?

 5   A   Yes, that's correct.

 6   Q   Do you need to get that feature for the DA

 7   traffic as well as the O traffic?

 8   A   Yes, you would.

 9   Q   When you did your internal lab testing, did you

10   buy that feature and test it out?

11   A   We have all switch features in our local switches

12   in our lab. That's when you buy these switches from the

13   switch manufacturers, they provide all of the switch

14   features to you so that you have that capability available

15   if you want to test certain features and functions, so you

16   don't specifically have to buy that feature. All of the

17   switch features that are available from the vendor are

18   provided to you for your lab system.

19   To further answer your question, yes, we did

20   specifically test that capability on the Lucent switch in

21   our switch lab for both the directory assistance calls and

22   the operator services calls.

23   Q   Good. Before we get down into the detail, the

24   parties have been talking about all this testing and

25   customized routing; is that right?

26   A   Yes, they have.

27   Q   And discussions are going on about getting some

28   testing going; isn't that right?

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1   A   Yes, they are.

2   Q   And I don't know if there is a date set, but the

3   engineers for both sides are scheduled to meet; isn't that

4   right?

5   A   It's my understanding at this present time that

6   we have actually traded a couple proposals between the two

7   companies for establishing a discussion between the two

8   engineering groups but that there has not been a specific

9   date set for that meeting.

10   Q   Was that just a scheduling situation, right? It

11   is not -- the meet is scheduled to occur, right?

12   A   Actually, I don't believe that it is scheduled to

13   occur. I know that we have discussed a couple of proposals

14   with respect to those meetings, but I don't believe that

15   anything has been agreed to by the parties in terms of

16   establishing a meeting or actually getting the engineers

17   together to do that.

18   I know that there have been discussions about

19   that and we have traded counter-proposals, but to the best

20   of my knowledge, as of today, those meetings have not been

21   agreed to by the parties.

22   Q   Are you saying that MCI is unwilling to meet?

23   MR. HARRELSON: Your Honor, that is extremely

24   argumentative.

25   ALJ JONES: I think it is, too. Restate your

26   question.

27   MR. DAWSON: Q So no date set, is that right?

28   A   That's correct.

1   Q   When your testimony says that you are the manager

2   of OS and DA, does that mean that you are the manager of

3   WorldCom?

4   A   I am director of operator services and directory

5   services for the company. And in the organization that I'm

6   in, we provide the operational capability and functionality

7   to provide operator services to both our long distance and

8   local customers. And some of those responsibilities entail

9   the actual provision of call centers, the actual provision

10   of operators to handle those calls, and also the interface

11   between the operational group and the engineering groups

12   that actually establish and provide the engineering

13   capabilities for us to handle those calls.

14   Q   And what I took from your testimony is that you

15   have been in the operator services DA area for the last ten

16   or eleven years; is that right?

17   A   Roughly, yes.

18   Q   I am assuming that you are familiar with the

19   services, the OS/DA services that WorldCom offers?

20   A   Yes, I am.

21   Q   Rate structures?

22   A   I don't control the rate structures. They are

23   controlled by our marketing organization.

24   Q   Do you know what they are?

25   A   I don't know specifically what they are, no. I

26   couldn't quote you all the rates that we charge for calls.

27   Q   And the cost structure?

28   A   I have some knowledge of some costs for the

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1   provision of those services.

2   Q   Going to the customized routing issue, what is

3   your understanding of what customized routing is?

4   A   What I can tell you is that in the FCC UNE remand

5   order, the FCC I believe provided a fairly succinct

6 definition of customized routing in Footnote 867. What they

7 said in that footnote is that customized routing permits

8 requesting carriers to designate the particular outgoing

9 trunks associated with unbundled switching provided by the

10 incumbent, which will carry certain classes of traffic

11 originating from the requesting provider's customers. This

12 feature would allow the requesting carrier to specify that

13 OS/DA traffic from its customers be routed over designated

14 trunks which terminate at the requesting carrier's OS/DA

15 platform or a third party's OS/DA platform.

16   Q   So what you have got at page 8 of your testimony

17 is your understanding of the definition of customized

18 routing?

19   A   Yes.

20   Q   It is basically the way that the FCC set it up;

21 is that right?

22   A   I think that the FCC definition provides us with

23 the capability to take advantage of customized routing so

24 that we can handle the calls -- we can handle directory

25 assistance and operator services calls for our customers on

26 our platform.

27   Q   As you go around the industry, is this FCC

28 definition you have got here, is that kind of the generally

1   understood definition for customized routing that everyone

2   works with?

3   A   Well, I don't really know what other providers of

4   OS/DA understand the definition of customized routing to be.

5   All I know is that based on the definition that

6   the FCC has provided, we are entitled to designate which

7   trunk groups our operator services and directory assistance

8   traffic is sent across. We have consistently requested that

9   that traffic be sent to our Feature Group D trunks, and that

10   meets our requirements.

11   Q   So when you think of customized routing, you are

12   thinking in terms of this FCC rule?

13   A   I think I answered that already. Yes, I do.

14   Q   Turning to your testimony, and in particular, the

15   Attachment 4.

16   ALJ JONES: We'll be off the record.

17   (Off the record)

18   ALJ JONES: On the record.

19   MR. DAWSON: Q   Can you walk -- this testimony is

20   the customized routing materials for how to go about doing

21   the customized routing for DA and OS; is that right?

22   A   Yes.

23   Q   Could you walk us through the technical specs

24   that we are going to be using to do the testing coming up.

25   MR. HARRELSON: Your Honor, I object to that. They

26   are here. They are in the record. And I don't know what is

27   served by asking the witness to be repetitive and walk us

28   through this. I think that's a challenging request.

1   MR. DAWSON: Q Well, there's 200 pages here. And I

2 guess what I'm asking you to take us to is the pages where

3 specific instructions are given to us, the ILEC, in order to

4 be able to do the routing translation in order to conduct

5 the test. Can you take me to those?

6   A   I can do that for a number of different areas in

7 this documentation.

8   As I mentioned, we can also set up meetings with

9 our engineers to discuss that because a lot of this stuff is

10 kind of engineer to engineer.

11   But I can say that in this documentation

12 specifically it does point out, for instance in the Lucent

13 section, it points out that there are certain line class

14 codes that need to be applied. There are also certain

15 changes that need to be made in terms of digit manipulation.

16   For example, in directory assistance, if a

17 subscriber dials 411, an MCI subscriber dials 411, we would

18 ask that that number be translated to area code 555-1212,

19 and that would actually send those calls to our Feature

20 Group D trunks because it would then become a long distance

21 call. We would pick up certain information that's

22 associated with that call across the Feature Group D trunks

23   and allow us to identify that traffic as local directory

24   assistance and handle it appropriately.

25   So the documentation in here does provide

26   specifics on how to use digit manipulation, how to use line

27   class codes, and how to actually effectively route the calls

28   across our Feature Group D trunks. The documentation is in

1   here for Lucent. It is in here for Siemens, and it is in

2   here for Nortel.

3   Q   And where is that?

4   ALJ JONES: We'll be off the record.

5   (Recess taken)

6   ALJ JONES: On the record.

7   MR. HARRELSON: Your Honor, I would like to enter a

8   general objection to this overbroad line of cross. If

9   Mr. Dawson wants to ask the witness a specific question

10   about the specifications contained in this document or a

11   specific question about the lack thereof, then I have no

12   objection. But this approach of saying walk us through

13   this, show me everywhere you describe the specifications for

14   a feature or functionality for three different switch types

15   and six different call types, I am going to object. Counsel

16   needs to ask specific questions.

17   ALJ JONES: Could you be a little more specific in

18   your questions.

19   MR. DAWSON: Your Honor, I have to say this

20   attachment, it's got materials on Siemens switches we don't

21   have. It's got materials on DMS 500 switches which we don't

22   have. It's got letters, pictures. As I go through it, as a

23   lay person, I can't see anything in there that tells our

24   engineers okay, now you do this translation, now you do this

25   translation, now you do this as part of the steps to take in

26   a test, if you are going to do a test. So I will --

27   MR. HARRELSON: I object to that testimony, your

28   Honor.

1   MR. DAWSON: All I am asking is it is this witness'

2   testimony, presumably he is familiar with it, to show us

3   what part of it is the test, where is our testing

4   instructions so that we, the ILEC, can go out and run this

5   test, because as it stands now, this is just a big

6   collection of often unrelated documents and unexplained

7   documents, and I don't see anything that gives us specific

8   instructions on how to run the test.

9   I am simply giving him an opportunity to show me

10   where in his 200 page attachment are our instructions on how

11   to run a test.

12   MR. HARRELSON: Your Honor, I object strenuously to

13   that speech. I would ask it be stricken from the record

14   except that's not necessary because it doesn't constitute

15   any evidence in this proceeding. But that is counsel giving

16   his opinion of technical documents. Counsel seems to be

17   acting as -- he wasn't able to consult his own engineers to

18   conduct cross-examination, I find that unbelievable. In any

19   event, what counsel has just characterized is completely

20   contrary to our testimony in this proceeding. And he needs

21   to ask specific questions to support that claim. He can't

22   just ask the witness isn't it true that and stand up and

23   give a speech.

24   MR. DAWSON: This isn't my testimony. This is Mr.

25   Caputo's testimony. Mr. Caputo is supposed to be familiar

26   with this testimony. He should be able to answer my

27   question. If the specs aren't there, his answer is they

28   aren't there. But it seems to me that he should be able to

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1   demonstrate familiarity with his own testimony.

2   ALJ JONES: And I would agree that you have narrowed

3   your question in asking for where the technical

4   specifications are to run a test.

5   So, Mr. Caputo, could point us to that in this

6   document.

7   THE WITNESS: Sure thing.

8   Actually, first of all, DMS 500 switch is

9   actually a combination of local and long-distance switch.

10   It is exactly the same as a DMS 100, which is a local

11   switch, which is what you probably -- which is I'm sure what

12   you have in your network. DMS 500 has the exact same

13   features and functionality from a local switch perspective

14   that a DMS 100 has.

15   So when we talk about the DMS 500 in our

16   documentation, we are actually talking about a switch that

17   has both local and long distance capability.

18   The documentation -- there's actually, as

19   Mr. Dawson points out, there is a considerable amount of

20   documentation here.

21   On page 5 of the DMS 500 local directory

22   assistance document, Section 4.2 talks about data fill or

23   Subscriber A. This is really the start of where the

24   documentation is for how to create table entries in the DMS

25   500/DMS 100 switch that facilitates setup for line class

26   codes, for digit manipulation and for the resulting

27   functionality that the switch will perform.

28   I can go to the next document, which is --

1   MR. DAWSON: Excuse me. If I could just ask a

2   question on that.

3   MR. HARRELSON: Your Honor, he opened this door. He

4   has asked the witness to generally go through it. For him

5   to now interrupt the witness I think is uncalled for.

6   MR. DAWSON: Fair enough. I'll wait. As soon as he

7   completes I might come back.

8   ALJ JONES: Do you need a few minutes? We could go

9   off the record.

10   THE WITNESS: Yes.

11   ALJ JONES: Off the record.

12   (Off the record)

13   ALJ JONES: On the record.

14   THE WITNESS: In the document entitled directory

15   assistance and operator services unbundling, if you go to

16   Section 2.1.1, it describes the setup for the Siemens

17   switch. It references the same Siemens documentation that

18   we provided you at the back of this appendix.

19   We just kind of lifted that documentation right

20   out of the Siemens document and inserted it in our document.

21   So it shows how the Siemens switch makes use of unbundled

22   routing.

23   MR. HARRELSON: For the record, could he refer to the

24   document he held up. The record will not reflect that.

25   ALJ JONES: Would you state the name of that

26   document, please.

27   THE WITNESS: Sure.

28   MR. DAWSON: You might want to make a mark.

1   MR. HARRELSON: I meant the document you held up.

2   ALJ JONES: Off the record.

3   (Off the record)

4   ALJ JONES: On the record.

5   THE WITNESS: It is EWSD Bulletin No. 99 PB-6.

6   MR. DAWSON: You might want to make a note as you go

7   through because I think we will come back to a couple of

8   them.

9   ALJ JONES: We'll be off the record.

10   (Off the record)   ]

11   ALJ JONES: On the record.

12   THE WITNESS: The Lucent documentation, again, it's

13   part of the directory assistance and operator services

14   unbundling document. In Section 2.2.1 it describes the

15   Lucent approach for the Lucent 5EFS switch. And it

16   references the specific features: 99-CP-4031 secure feature

17   269.

18   ALJ JONES: Have you completed looking through --

19   THE WITNESS: Yes.

20   ALJ JONES: Mr. Dawson.

21   MR. DAWSON: Thank you.

22   Q   Just a couple questions on those. Going back to

23   4.2 of the DMS 500 --

24   A   Yes.

25   Q   -- you understand, don't you, that we would want

26   to test the DMS 100 even if there is a close similarity with

27   a DMS 500?

28   A   Absolutely. I think we've already suggested

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1   through our conversations over the last few months that we

2   feel that that is exactly what we're looking to do. We've

3   asked on a number of occasions for collaborative sessions

4   between MCI's engineers and Pacific's engineers specifically

5   to discuss the requirements for customized routing, as well

6   as the testing of customized routing, as well as the

7   implementation of customized routing.

8   The negotiations that we just talked about with

9   respect to getting our engineers together and picking a date

10   is exactly what we would like to see happen. And, to the

11   best of my ability or to the best of my knowledge, we have

12   proposed some dates back to Pacific and we're waiting to

13   hear back from them as to when that meeting can occur.

14   Q   Okay. Now, the -- now, this appears to be --

15   this Nortel one appears just to be the routing of the DA

16   calls, right?

17   A   I believe that's correct.

18   Q   Okay. And then the sub -- this one, Subscriber A

19   -- this is calling for routing DA calls to the incumbent

20   platform; isn't that right?

21   A   What we did was we set up a scenario in the test

22   so that we had a Subscriber A and a Subscriber B.

23   Subscriber -- I'm not sure which was which. I don't

24   remember anymore, but one of the subscribers was the

25   customer of the incumbent, and the other subscriber was the

26   customer of the -- of the party requesting customized

27   routing.

28   So what we were looking to achieve was to ensure

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1   that when we asked for customized routing to be implemented

2   using these switch features, that a -- that the subscriber

3   of the incumbent was still able to dial 411 and be delivered

4   to their own operator platform, just as you do today, and

5   for the other subscriber to, when they dial 411, to be

6   customized routed and sent to the trunks that we've

7   designated as the trunks that we wish to receive the traffic

8   over, which are our Feature Group D trunks.

9   Q   Now, this 4.2 is calling -- is sending out the

10 switch data filled to be used to route DA calls to the

11 incumbent's platform. Is that what you want to do with your

12 customized routing?

13   A   As I mentioned, if you look at 4.2 and 4.3, there

14 are actually two different scenarios. Scenario A is where

15 the incumbent's calls are routed to their own platform, and

16 Subscriber B is where WorldCom's calls or MCI's calls would

17 be sent to our platform.

18   Q   Okay. So we're talking about 4.3 here for your

19 customized routing?

20   A   Well, I mean -- yeah, you have to look at the

21 entire documentation in its totality in order to understand

22 what we've done. And that's why we've suggested that we get

23 together with your engineering organization to help them

24 understand how this works.

25   You know, we've -- we've gone through the

26 documentation that the switch vendors provide, and we've

27 been able to determine that these capabilities exist. We

28 have implemented them or tested them in our own lab, and

1 we've made these -- you know, we've made these test calls.

2 And we understand it to work according to our requirements.

3   And we believe that it would meet Pacific's requirements.

4   And, you know, we're more than willing to sit

5   down with Pacific's engineers and pore over these documents

6   and understand -- and make sure that Pacific's engineers

7   understand exactly how this stuff works and how it can be

8   implemented to satisfy our requirements.

9   Q   Okay. So if I'm -- let me see if I'm

10 understanding you correctly. If you were to give our

11 engineers just this data that's in 4.3, would they be able

12 just to go conduct the test, just with this data in 4.3?

13   A   I don't know whether your engineers would be able

14 to do that or not. I don't really know what -- you know,

15 what -- I would hope that your engineers would be able to do

16 that or that they would be able to go to the same vendor

17 documentation that we went to and, you know, put together a

18 solution that we obviously were able to do based on the

19 documentation that we found in the vendor's switch

20 documentation.

21   Q   I'm sorry. Did you say that you -- that in doing

22 your test -- your internal test -- you had sat down with the

23 switch vendors; is that right?

24   A   Not for -- not for the 411 test, no.

25   Q   For the operator service tests?

26   A   Yes, for the zero-plus, zero-minus tests for

27 Nortel.

28   Q   Okay.

1   A   All of the other testing that we did, we were

2   able to glean this information from from the documentation

3   that's available from the switch vendors, and also from the

4   engineers that we employ in our local switch engineering

5   laboratory.

6   Q   Okay. Now, over on the -- the second one, you

7   said, which was the Siemens EWSD release 17, did you mark

8   that one?

9   A   Yes.

10   Q   Do you know if Pacific has any Siemens switches

11   here in California?

12   A   I do not.

13   Q   Okay, all right. Now, were you involved at all

14   during the discovery phase of this arbitration?

15   A   Yes.

16   Q   Okay. So were you aware that Pacific sent a data

17   request to MCImetro asking for their documents on customized

18   routing?

19   A   I believe that there was a request of that

20   nature, yes.

21   Q   Okay. Did you -- did you review those requests?

22   MR. HARRELSON: Your Honor, could we get a reference

23   to a specific request so we know what we're talking about

24   here? This is the discovery in this case (indicating.)

25   ALJ JONES: Off the record.

26   (Off the record)

27   ALJ JONES: On the record.

28   MR. DAWSON: Your Honor, I am handing out and would

1   ask to be marked as the exhibit next in order MCI's

2   responses to Pacific's third set of data requests. The

3   response is dated February 9th, 2001.

4   ALJ JONES: I'll mark that document as Exhibit 127.

5
              (Exhibit No. 127 was marked for
6   identification.)

7   ALJ JONES: Is there something particular you want

8   the witness to look at in there?

9   MR. DAWSON: If he could review the document briefly,

10   I do have a couple of questions.

11   ALJ JONES: We'll be off the record while he reviews

12   it.

13   (Off the record)

14   ALJ JONES: On the record.

15   MR. DAWSON: Q Mr. Caputo, did you -- have you

16   seen -- did you see these data requests when they were

17   pending?

18   A   Did I see the requests for the data? Is that

19   what you're asking?

20   Q   Mm-hm.

21   A   Yes, I did.

22   Q   Okay. And did you -- did you assist in preparing

23   the response?

24   A   I did assist in preparing the response, and the

25   documentation that I provided is the same documentation that

26   I've alluded to in my -- in my testimony just now or in my

27   cross-examination right now.

28   Q   Okay. So you reviewed your files and produced

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1   responsive documents?

2   A   Yes. And I believe we had actually already -- we

3   had already provided these specific documents to Pacific to

4   Amie Boyce, who's in your -- I believe, a customer

5   representative for Southwest Bell or Pacific Bell. Amie

6   was -- had been participating in the discussions that we had

7   been having with respect to customized routing, going back

8   to September or October of last year.

9   Q   All of the documents that are contained in your

10   Attachment 4 were given to Amie Boyce?

11   A   There may be one document in here that wasn't.

12   Let's see if I can remember which one it was.

13   ALJ JONES: We'll be off the record while you review

14   it.

15   (Off the record)

16   ALJ JONES: On the record.

17   THE WITNESS: I believe that all of the documentation

18   in Attachment 4 was provided to Ms. Boyce, yes.

19   MR. DAWSON: Q Would that -- would those documents

20   sent in the transmittal letter, do you know?

21   A   I believe they were sent by e-mail. They were

22   attachments -- they were e-mail attachments to an e-mail

23   message that was sent to Mrs. Boyce or Ms. Boyce.

24   Q   So all of these documents that are in your

25   Attachment 4 are electronic documents as well?

26   A   I believe that they are, yes.

27   Q   Okay. And do you recall when they were sent?

28   A   I think it was either late January or early

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1   February.

2   Q   Okay. Did you produce that e-mail showing

3   that -- showing that transmittal?

4   A   I did not, no.

5   Q   To your knowledge, who sent those documents to

6   Ms. Boyce?

7   A   I believe that I did.

8   Q   Okay. So it was e-mailed from you?

9   A   I believe it was, yes.

10   Q   Okay. And, again, the date for that was?

11   MR. HARRELSON: Your Honor, asked and answered.

12   If -- if the witness can do --

13   MR. DAWSON: Q Late January, early February of this

14   year?

15   A   Yes.

16   Q   Okay, okay, good. Do you -- if you look down at

17   MCI's response to Request 3-1, do you see that?

18   A   Yes.

19   Q   And do you see there that MCI has an objection to

20   the definition of customized routing as being vague and

21   ambiguous?

22   MR. HARRELSON: I object, your Honor. This is a line

23   of cross about Counsel's interjecting objections to data

24   requests. This witness is not a lawyer. He doesn't make

25   objections. And this is superfluous line of cross.

26   ALJ JONES: I'll let him pursue it.

27   Go ahead.

28   THE WITNESS: Yes, I see that.

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1   MR. DAWSON: Q Okay. I think you and I had a

2   discussion earlier that the definition of custom routing was

3   pretty clear cut as to how the FCC set it out, right?

4   A   Yes.

5   Q   Okay. Now, do you know, were there any documents

6   in this discovery request that were withheld on the basis

7   that the definition of customized routing was vague and

8   ambiguous?

9   A   I'm not sure I understand the question.

10   Q   Was the -- was the objection that the definition

11 of customized routing was vague and ambiguous -- was that a

12 reason for MCI withholding any documents from this

13 production?

14   A   I'm not sure how to answer that question. I

15 still don't -- I'm still not sure I understand you. I'm

16 sorry.

17   Q   Did you produce your entire file on customized

18 routing?

19   A   I produced the documentation that I had

20 supervised or prepared in terms of the customized routing

21 solution that we are asking Pacific to implement for us,

22 yes.

23   Q   Right, but the question doesn't limit it to

24 Pacific, does it?

25   A   I'm sorry. I didn't understand.

26   Q   The question in the data request doesn't limit

27 the question to just things being prepared for Pacific, does

28 it?

1   MR. HARRELSON: Your Honor, I'm going to object to

2   this line of cross. I mean if Counsel's suggesting we had

3   to prepare and provide documentation regarding customized

4   routing in Bell South territory, I don't understand the

5   question.

6   ALJ JONES: Can you clarify it, Mr. Dawson?

7   MR. DAWSON: Well, yeah, I can. I mean we --

8   customized routing -- there's only a few flavors of it

9   around the nation. We asked for the work MCI was doing on

10   customized routing, regardless of what state it was in. And

11   I'm just asking to see whether he got that information or

12   whether it was pared down.

13   THE WITNESS: Well, I believe that there was other

14   information that was provided as a result of this data

15   request in addition to just the documentation that I alluded

16   to in -- in Attachment 4. I believe that there was other

17   documentation that was provided to you as a result of this

18   data request.

19   MR. DAWSON: Q Okay. Was there other responsive --

20   A   So.

21   Q   Was there other responsive documentation that

22   wasn't produced?

23   A   I have no idea.

24   Q   Okay. So as far as you know, you produced

25   everything you had?

26   A   I produced everything that I had; that's correct.

27   Q   Good. Now -- now, you indicated that there were

28   documents -- well, actually let's look at this. Could you

1   go back to Request 3-5?

2   A   Yes.

3   Q   Okay. And this refers specifically to you and

4   the white paper, right?

5   A   Yes.

6   Q   Okay. Now, for my education, what exactly is the

7   white paper?

8   A   The white paper is --

9   ALJ JONES: Would you like a few minutes to find it?

10   THE WITNESS: Yes.

11   ALJ JONES: Off the record.

12   (Off the record)

13   ALJ JONES: On the record.

14   THE WITNESS: The white paper is this document. I

15   believe there's actually a cover page to this, but I don't

16   find it in my copy. And let me turn --

17   MR. DAWSON: Q   So this is your -- in your testimony?

18   A   Yes.

19   Q   Whereabouts in there?

20   A   It's in Attachment 4. And it is -- there's a

21   table of contents that says "Introduction, Purpose," and

22   then -- excuse me -- it talks -- it says "Section to

23   Proposed Solution." And it lists the Siemens switch, the

24   Lucent 5E switch, and the Nortel DMS 500 switch.

25   Q   Okay. Whereabouts? You know, is it the first

26   half?

27   A   Yeah, it's the first.

28   ALJ JONES: Let's be off the record while we find

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1   this.

2   (Off the record)

3   ALJ JONES: On the record.

4   THE WITNESS: I apologize for that.

5   ALJ JONES: Do you have a question about the

6   document, Mr. Dawson?

7   MR. DAWSON: Well, I just -- I had never been able to

8   figure out which one -- what it was, so I was just trying to

9   narrow that down.

10   MR. HARRELSON: Have we got that on the record,

11   though, your Honor, about what document it is, with any

12   clarity?

13   MR. DAWSON: Yeah.

14   ALJ JONES: I don't know that we do. Perhaps

15   Mr. Caputo could describe the name of -- oh, he doesn't have

16   that title page, though.

17   THE WITNESS: Yes, I do.

18   ALJ JONES: Oh, you do. Why don't you read that into

19   the record as the name the document, which is the white

20   paper referred to in your data response.

21   THE WITNESS: Okay. That document is titled,

22   "Directory Assistance and Operator Services Unbundling."

23   MR. DAWSON: Q Okay. Thank you. Now, while we're

24   at that location of your attachment, right behind that is a

25   test plan dated December of 2000. Do you see that?

26   A   Give me a second here, just to get the page.

27   ALJ JONES: Off the record.

28   (Off the record)

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1   ALJ JONES: On the record.   ]

2   Is there something particular you wanted to look

3   for in the document?

4   MR. DAWSON: When he's ready.

5   MR. HARRELSON: Could you identify the document.

6   ALJ JONES: Off the record.

7   (Off the record)

8   ALJ JONES: On the record.

9   MR. DAWSON: Q   This appears to me to be a test plan

10   developed for some testing that MCImetro or WorldCom was

11   doing in the internal labs; is that right?

12   A   That's correct. This is a test plan that

13   represents the customized routing, proposed customized

14   routing solution that we have provided to Pacific for

15   directory assistance on the Lucent switch, the Nortel switch

16   and the Siemens switch and for operator services on the

17   Lucent switch and the Siemens switch.

18   Q   The first part of Sections 1 through 4 looks like

19   it sets out the purpose of it, and then Section 4 lays out

20   the test case scenarios with the dialing, different dialing

21   instructions and translation instructions?

22   A   Yes.

23   Q   And then later on there are some -- there are

24   computer-type read-outs, and those are the results of the

25   dialing patterns?

26   A   Yes. These are call records based on actual test

27   calls that were performed for each of those dialing

28   scenarios.

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1   Q Would you agree with me that the setting up of

2   these test case scenarios and the setting up of a test plan

3   like this would be a good way of moving forward with the

4   testing that we are going to be doing together?

5   A Absolutely. Absolutely.

6   Q Why don't we go over to the contract for a

7   minute. I am going to hand you -- this relates to page 8 of

8   your testimony.

9   Let me start it that way. You can go there. And

10   we have a discussion there of Section 4.4.3.2, et cetera?

11   ALJ JONES: Does Mr. Caputo have a copy?

12   THE WITNESS: I do.

13   ALJ JONES: We'll be off the record while he finds

14   it.

15   (Off the record)

16   ALJ JONES: On the record.

17   MR. DAWSON: Q Do you know what appendix that is

18   coming out of?

19   A I am not sure whether that's the DA appendix or

20   the OS appendix.

21   Q Could it be possible it is the UNE appendix?

22   THE WITNESS: It could be.

23   MR. HARRELSON: Counsel is asking these questions as

24   if he has never seen these documents before and can't

25   provide the witness a cite to what he is asking about. I

26   would ask common courtesy, if he knows where it is, show it

27   to the witness instead of this guessing game about whether

28   we are talking about the same document and the same place.

1   ALJ JONES: It would move things along more. I'm

2   sure you are more familiar with the ICA than the witness is.

3   MR. DAWSON: Possibly, but there is some value in

4   understanding the witness' familiarity with his own

5   testimony as well.

6   Q   I am going to hand you now the UNE appendix.

7   This is the one that was last revised on March 1.

8   ALJ JONES: Is there something particular you wanted

9   him to look at?

10   MR. DAWSON: Yes. We will go to Section 4432.

11   Would you like a copy for the moment?

12   ALJ JONES: I can read what the witness has in his

13   testimony, unless there is something else I need to see that

14   is actually in the interconnection agreement.

15   MR. DAWSON: Actually, we are working with contract

16   structure and how it fits in and how to read the contract.

17   So you might want to see this.

18   ALJ JONES: Mr. Dawson, if this is going to be long

19   and involved, should we perhaps wait until tomorrow and

20   adjourn for the day?

21   MR. DAWSON: Yes, it will be longer than three

22   minutes.

23   ALJ JONES: I was afraid it might.

24   Then we will adjourn until tomorrow morning at

25   9:00 a.m.

26
                (Whereupon, at the hour of 3:27 p.m.
27   this matter having been continued to
          9:00 a.m., March 27, 2001, at San Francisco,
28   California, the Commission then adjourned.)

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